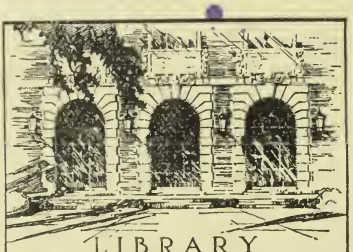

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THE UNITED MINE WORKERS OF AMERICA AND THE NON-UNION COAL FIELDS

BY

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SUBMITTED IN PARTIAL FULFILMENT OF THE REQUIREMENTS
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PREFACE

THIS study is the result of some eight weeks which I spent in the coal fields of West Virginia in the summer of 1921 and of a careful examination of all of the available material, and particularly of the reports of the U. S. Geological Survey, of the various state and federal investigations bearing on the coal industry, and of the publications of the parties to the controversy.

In some respects the material available is quite complete, but as regards labor conditions in the coal industry there is little continuity and the evidence is conflicting. This occurs because public interest in the industry has been sporadic. Dramatic events have drawn non-partisan attention. Hearings before some committee have resulted. These committees have received evidence from both sides, assuming them competent and willing to present all the necessary information. On this basis the committee members have formulated their conclusions. The result has never been the truth, but rather a judgment of relative truthfulness. These committees have not set up their own investigating staffs, and yet it is only by such means that we can hope for valuable results. This is now being done by the U. S. Coal Commission. It is to be hoped that we may soon have all the facts.

Pending the results of such an investigation, my analysis had to be made on the old lines. From such facts as are available, I have sought to draw conclusions. It is hoped that the analysis is an advance over our present knowledge in that it discards certain occurrences that are beside the

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point but have hitherto clouded the issue, that the issues themselves are set forth squarely and that the limitation of our information is made so clear as to be of some aid in further investigation. This monograph is intended then to be a summary and analysis of our present knowledge but also—and far more important—a starting point for other investigations with the resources and power to secure and analyze all the facts.

Although not agreeing with much in Winthrop Lane's *Civil War in West Virginia,* I have made extensive use of it in directing my critical thought. To Louis Bloch's *The Coal Miners' Insecurity,* I am indebted for statistics used in my discussion of the development of the coal industry.

So many people have given to me of their time and advice that I am unable to express my appreciation to them all. Particularly is this true of miners' officials and operators in West Virginia. However, I must take occasion to express my obligation to W. E. Ambrose of Cumberland, and Frank Keeney and D. C. Kennedy of Charleston, W. Va.; and to Professor Henry R. Seager for much valuable criticism. My especial thanks are due to my family for their encouragement, careful criticism and labor.

Needless to say, although others have made these results possible, I am alone responsible for any statements which are made in the following pages.

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INTRODUCTION

It is the purpose of this book to examine the case for and against the extension of the United Mine Workers of America to non-union coal fields. The author is aware that his analysis runs counter to many current notions. He also feels that the general trend of the argument may be confusing unless the reader has in mind the skeleton form of the development.

The reason usually advanced for the introduction of a union is the anticipation of an immediate economic gain for the hitherto unorganized workers. Conditions in a non-union shop or mine are presumed to be much worse than in a union. That is, hours are longer, wages are lower, sanitation and safety are more meagerly provided for. True to form, this is the line of attack taken by the coal miners. The author in his first prejudice assumed this to be correct and proceeded to make his study from this angle. To his great surprise he found little justification for such an argument. The facts seem to be that at any given time wages, hours and general living conditions are likely to be about the same. The facts which lead to this assertion are set forth in the first chapters of this book.

When it is not the immediate economic reason that is advanced, the argument becomes more general. It takes on a philosophico-psychological aspect, dealing in a confusing manner with both sentimental and scientific appeals for freedom. There is undoubtedly much to be said for the advantages of industrial democracy; but that mystic wave of the flag and the cry of "Bunker Hill," "the Boston Tea

Party," or "the Declaration of Independence" only clouds the argument.

In the case of West Virginia, particularly since the appeal to the emotions is so strong, it is necessary to remain as far as possible quite coldly analytical. It will be particularly noticed in the pages that follow that the author has neglected much that commonly figures in accounts of the struggle and the miners' wrongs. There is almost no mention of the acts of violence committed by both sides, the infringements of personal liberty, the suffering, the brutality. Such facts play an important part in the story of the struggle but have almost nothing to do with the fundamental question, Shall the field be unionized?

This point is so important that we may be pardoned if we develop it at somewhat greater length, although excluding it from the subsequent argument. Let us assume that from the union point of view the field is virgin territory. There has been no attempt to organize it. Now contrast the conditions of personal liberty in this non-union field and some union region. In the former the man deals as an individual with the operator. They are both technically "free" individuals, but economic power allows the operator to dominate. He may discharge the worker at will. The employee has virtually no control over conditions of employment. In the union field the worker delegates certain rights to the collective body. He sacrifices part of his freedom to the common interest, as does the citizen of the state. But he may gain collectively more than enough to compensate. He can prevent gross frauds. He may gain in wage disputes. He may even fix so petty a condition as the location at which the work-bus stops in the morning. This phase of personal liberty must be considered. It goes now under the generic head of "industrial democracy".

But this is not the sense in which it is most commonly

alleged that personal liberty is infringed in West Virginia. The usual complaint is with reference to the violations of constitutional guarantees. In ordinary times the worker is not jailed and railroaded out of town. He is not blackjacked and threatened.[1] Such violence occurs against the collectivity of workers after the strike is called or when the union seriously threatens to enter the field.

This, then, cannot be a *cause* of, or a reason for the entrance of the union. The reasons for the entrance of the union must have existed before.[2] Such reasons, lumped generically, may be two in number: Conditions within the field may be comparatively poor, which would include personal liberty in the sense of industrial democracy; the entrance of the union may be warranted by conditions in the industry as a whole rather than by conditions in one locality.

It is to this second point that the second part of this book is addressed. In the industry as a whole, conditions are limited by the most recalcitrant part. The union field is a

[1] There may be some dispute as to the validity of this statement. Unorganized workers have often feared to ask for improved conditions, but the consequence in the case of individuals has been discharge. This would be treated under industrial democracy. In Colorado the worker often suffered an impairment of his franchise. (For this alleged condition in West Virginia see testimony before the *Senate Committee on Labor and Education*, vol. ii, p. 719 *et seq.*). But by and large the statement holds, particularly as the union in presenting its case dealt not so largely with these instances as with the gross violations of personal liberty that occurred when the strike was called.

[2] Philip Murray, a vice-president of the union, told me when I developed this point to him that he agreed. But the difficulty is, says Murray, that this is a condition that can be changed only when the union gets in. In the meantime the operators control the situation through the government. Nothing can be done by the workers until the condition is remedied.

It is a puzzling situation. One does not blame the union at all for confusing the situation. But I feel that the distinction made above is not only valid but valuable.

positive force. The non-union is negative, reflecting the "natural" condition of the entire industry in its present state of over-development.

Then the argument swings back to the local field in an attempt to justify the surrender of some rights by the worker to his collective self, and to present the case of both operator and the public.

Thus in brief the argument runs as follows: Viewed statically, that is as a point in time, conditions tend to be the same in union and non-union fields. But dynamically the coal industry, because of the extreme competition engendered by over-development, is a negative force that requires control. The workers secure this control through the union and through this alone, but they are balked in their efforts by the fields over which they have no control: *i. e.,* the non-union fields. Therefore they must bring in all fields. When they have succeeded, however, the operator is entitled to some protection and, above all, the miners must be forced to surrender certain rights to the superior rights of the public as consumers.

CHAPTER I

Do the Men Want the Union?

It has been the operators' contention that their men do not desire the introduction of the union. They feel that they are in closer contact with the men about the mines than are the union organizers who come to the field as strangers. The operator therefore claims, in opposing the union, to act in the interest of the men.

Under what they deemed fair conditions the operators of the Williamson field in West Virginia drew up a petition to the Senate Committee on Education and Labor to be signed by their men. This petition states that the undersigned employees

> desire to continue to work, as we have heretofore, under our own individual contracts, believing that we are capable of knowing what we want and that we will be accorded, as we have been accorded in the past, the most reasonable terms and conditions that the market for coal and business conditions warrant, and desiring protection for ourselves, our wives and children in the right to work without fear of loss of life and free of intimidation and insult, humbly petition your Honorable Committee to make no finding that will question or deny us . . . the choice, privilege and right to work as American citizens free from the domination and control of those who would deny us the choice, privilege and right to work as such American citizens, and would seek to compel us to join the United Mine Workers of America, or relinquish our employment and means of livelihood in this community.[1]

[1] *Senate Committee on Education and Labor:* Testimony taken under Senate Resolution No. 80, 1921, investigating conditions in West Virginia coal mines, vol. i, p. 248.

The paper was presented to the men for voluntary signature. No threat was made. In fact, eleven men employed by the Pond Creek Coal Company refused to sign because they might at some time desire to return to union fields and they feared that such a signature would injure them. Those men were not discharged or discriminated against. In the entire field the petition was signed by 4931 men of a total of about 5200 on the payrolls.

It seems also necessary to concede that the men were fully aware of the nature of the petition. Senator Kenyon brought out by questioning that probably seventeen per cent of the men who signed did not read English, and hence inferred that they did not know what they signed.[1] Mr. Olmsted, the chairman of the Labor Committee of the Williamson Operators Association, believes that the men understood, for at one colliery the men refused to sign, thinking it favored the United Mine Workers. When the true nature of the petition was explained, they signed *en masse*.[2] Mr. Olmsted is probably correct. Even the non-English speaking groups probably discovered by conversation what it was all about.

Far more important than Senator Kenyon's doubt is that raised by the question of the true significance of such a signature. The operator cannot be sure that his men know anything about the United Mine Workers, but we may be positive that every man in the Williamson field realized that his adherence to the Mine Workers meant discharge. There is a subtle distinction between signing a petition favoring, and refusing to sign one disapproving of the United Mine Workers. The distinction is too fine to expect the average miner to draw.

[1] *Ibid.*, p. 249.

[2] *Statement of Harry Olmsted, Chairman of the Labor Committee of the Operators' Association of the Williamson Field to the Senate Investigating Committee* (Privately Printed), Washington, 1921, p. 36.

The coal operator has been building a tradition about himself for fifty years that makes him absolutely alien to the miners' desires and convictions with reference to the union or anything approaching it. It is too late to expect the men to give the operator their confidence even when he is as honest in his intent as some of these operators probably were. As one miner, William C. Gilbert, testified in 1914 about Colorado conditions,[1] although the company had offered the men a checkweighman "the men was afraid to have a meeting for that purpose; they have been discriminated against at so many different times for attending meetings to better their own conditions." Powers Hapgood tells the same tale for Pennsylvania:[2]

When I saw the boss again, an unusual thing happened and one which will make me keep my thoughts to myself in the future if I want a job very badly. While the foreman was writing down a few answers to his questions, I thought it would do no harm to ask him about the conditions of work.

"What do you pay here?"

"Seventy-two cents a ton."

"Do you pay anything for 'dead-work'?"

As soon as I asked this question the foreman threw his pencil on the table and said, "I guess you don't want a job bad enough to get one here. You might as well go along."

West Virginia was a living commentary on the fate of a man who joined the union. The railroad tracks were dotted with tent-colonies of discharged miners, discharged for but one reason. Although this referendum seems to have been perfectly honest on the part of the operators, we cannot infer that the miners were equally sincere.

[1] *Conditions in the Coal Mines of Colorado:* Testimony taken under House Resolution 387 (1914), vol. ii, p. 2366.

[2] Powers Hapgood, "Two Days from a Diary," *Survey Graphic,* April, 1922, p. 1033.

The outsider finds himself in an even more difficult position than the operator. Men talk freely, but not of unionism, in these non-union fields. In my conversations none of the men admitted any desire to join the union except strikers who had joined and now had nothing to lose. Mr. Hapgood writes:[1] "None of the group I talked with seemed much interested in unionism either for or against. They seemed, like most non-union men I've met, too inactive mentally to consider the question."

There are undoubtedly many men who do not care,[2] but there were in the mines a group of men sufficiently interested completely to tie up the West Virginia half of the Williamson field for over a month and several hundreds who were willing to spend a winter in canvas tents rather than surrender their unionism.

Thus it seems necessary to discount very heavily the petitions presented by the operators. We may assume that at least a very considerable fraction of the men employed wanted, and still do want, the union, a fraction at least large enough to warrant a study of the benefits they might derive from unionization.

[1] *Ibid.*, p. 1034. I cannot agree with the charge of mental inertia. I found the miners of West Virginia quite alert, although many of them admitted rather complete ignorance of the functioning of the United Mine Workers.

[2] *Cf. infra*, p. 135. Testimony of C. E. Lively.

CHAPTER II

Wages

There is no single factor that determines whether or not one job is better than another. If we consider all the advantages which a job offers, we will include of course real wages in the conventional sense of purchasing power, agreeableness and safety of working conditions, housing facilities, and educational and recreational opportunities. But this carries us into too broad a field. The psychic gains are hardly capable of more than the roughest measurement and, as will be seen below, the incidental advantages appear in all respects, excepting perhaps certain manifestations of personal liberty, to be at least as great in non-union as in union fields. We shall start, therefore, with a comparison of the actual money wages in the non-union Williamson and Logan districts and the union sections of West Virginia. This is justified by the fact that the organization of the Williamson field was begun by men who had not received the increase awarded by the Bituminous Coal Commission in 1920.

Wages may be compared in two aspects: first, as rates of pay; and second, as earnings over a given period. In general industry where payment is by the piece, we may assume that the higher rate is better than the lower for similar work. We are, however, prone to confuse work and product. The coal industry is one of those in which this distinction is important; for although the product of two mines may be very similar, the effort in mining it may

be quite different. In making comparisons of wage rates it is necessary to have approximately the same mining conditions in both fields.

The earnings of men vary from many causes. The rate of payment affects the total earnings. The number of hours worked per day is, of course, an important factor. The regularity of employment is a third. The influences at work are so various that the wage rate in two similar fields seems to me a better test than earnings.

For example, in the joint conference in the Kanawha district of West Virginia in 1906 Mr. Rice, a union representative, talks about a fair day's wage. He defines it as "that which will enable [the miners] to live with reasonable comfort and under reasonable circumstances, without having been forced to exhaust their vitality to reach it." [1] This "exhaustion" feature makes comparison of earnings in two fields difficult. He goes on to say: "If it required twenty tons of coal for me to support my wife and six children properly, I would have to do it until my body gave out from exhaustion. . . . But if four tons a day will do it, that is enough."

It is also difficult to determine the extent to which earnings vary because of differences in the number of days worked. During 1921 the demand for coal sank to about sixty per cent of war-time and post-war peak demands. The market required about 400,000,000 tons and many operators admitted that "giving coal away" would hardly have increased this demand. Since the total capacity amounted to between 700,000,000 and 800,000,000 tons, some mines were bound to be idle. Trade will naturally go to the mines selling at the lowest rate. The union maintains its scale rate and the non-union operators cut wages. The re-

[1] *Proceedings of the Joint Scale Committee and the Joint Convention of Miners and Operators,* Charleston, W. Va. (1906), p. 128.

sult may be seen by examining any weekly bulletin of the U. S. Geological Survey:[1] the non-union field gets the trade at the expense of the union. But—and this is the point that is sometimes forgotten—if all fields cut rates, all would be only partially employed.

In considering the wages of union and non-union labor we find a difference in the method of wage payment that enters at the beginning of our study. In the union field payment is almost universally by weight. In the non-union field payment seems quite generally to be by the car. Mr. George M. Jones, a Logan operator, defends this practice, saying that it "is a matter of pay; it is not a matter of weight. Any unit is as good as another unit provided the man's earning capacity is as great."[2]

This is only a partial truth. One unit is not so good as another unit, as is testified by the change in the marketing of vegetable products, fruits and even eggs. In general, wherever there is any attempt at accuracy in the measurement of solids the weight unit is being adopted.

There are two disadvantages in the use of such a rough measure as the car: the rate translated into a ton rate may be low but the fact remains hidden; secondly, a "full car" is not always of the same weight. Even assuming the rate per ton to be fair, this last feature seems to condemn the use of the car as a measure. The men are required to send out a full car, one loaded level with the edges and then humped. But that practice varies. Frank Ingham, a colored loader who has worked for fourteen years in Mingo county, says: "Where they needed men and miners, then in those cases

[1] United States Geological Survey: *Weekly report on the production of bituminous coal, anthracite and beehive coke,* Washington, D. C.

[2] *Evidence Taken* by Commission appointed by the Governor of West Virginia *in connection with the Logan County Situation,* 1919. Never printed. Official typewritten copy, p. 301.

those cars were level full, but where they have plenty of men at the operations they compelled them to heap the cars up, what is known as the O-2 hump, and the drivers are instructed to set their elbows on the edge of the miners' cars like this and sight over their fingers, and if they could not see any coal over their fingers, they would let it stand until the men loaded them up until they would see coal over their fingers." [1] If, as Mr. Ernst of Pond Creek told me, the greatest source of complaint is the measurement of coal, such an irregular system must breed endless ill-feeling even though the men know that the general rate is fair. W. E. Hutchinson said that at Burnwell two cars were used, one holding about two tons supposedly on the thin vein, and one holding three and a half tons on the thick vein. They were at times both used on the same vein and there was no differential for loading the larger.[2]

The criticism by the miners has been chiefly that if the capacity were translated into tons the rate would be much lower than that paid in similar union fields. In Logan county Mr. Keeney, President of District 17, United Mine Workers, submitted a diagram of an average car [3] used by the Island Creek Coal Company at Whitman Mine No. 3, which showed a capacity of 2.53 tons. Based upon these measurements the rate paid is about 30 cents a ton. The lowest rate in the union Fairmont field, which he says is comparable with Logan, is 43.2 cents a ton.[4] Samuel Madison testified that he had measured a car at Cut Fork for which he was paid 66½ cents.[5] The car held about 2¼

[1] *Senate Investigation 1921*, vol. i, p. 32.

[2] *Ibid.*, p. 97.

[3] Ten cars were measured.

[4] *Logan Evidence*, p. 827; also *Report and Digest of Evidence taken . . . in Connection with the Logan County Situation*, 1919. Charleston, W. Va., p. 33.

[5] *Digest of Logan Evidence*, p. 30.

tons. This is about 29½ cents a ton. Similar evidence has been submitted for Mingo county.

Leaving this matter of method and before considering the further evidence as to wages at a given time, we may say that in general, wage increases are granted more slowly in response to rising costs of living in non-union than in union fields. In the Kanawha field rates rose about seven per cent from 1902 to 1912, except on Cabin Creek, where under non-union operation smaller advances had been granted.[1] Mr. Brown, an operator at Mt. Carbon on Morris Creek, complained that his organized mine was paying 42½ cents per 2000 pound ton while half a mile away coal was being mined at 40 cents per 2240 pounds.[2] In Mingo County the Garfield award of fourteen per cent in December, 1919, was applied, but the Bituminous Coal Commission award was not put into effect. It was this, so one of the men thinks,[3] which led to the organization of the Williamson field.

But this is a tendency rather than a rule. If we compare the wages paid by the Logan Mining Company of Logan and the Hutchinson Coal Company of Fairmont, we see that the difference in wages is not very great.[4] (Table 1.) In 1915 both fields were non-union. In 1919 the Fairmont field was operating under union agreement and the Logan was still unorganized. In spite of this situation the Logan mines appear to have been paying slightly higher day-wages in 1919. The piece-rate for cutting and loading coal is lower in Logan than in Fairmont but the differential of the two fields has decreased since 1915.

[1] "The West Virginia Coal Strike," Lawrence Lynch, *Political Science Quarterly*, December, 1914, vol. xxix, p. 631.

[2] *Joint Conference 1906*, pp. 63-64.

[3] *Senate Investigation 1921*, vol. i, testimony of W. E. Hutchinson, *passim*.

[4] *Logan Evidence*, pp. 409-1, 409-2.

TABLE 1

RATES OF WAGES IN TWO MINES IN 1915 AND 1919, TO SHOW THE EFFECT OF ORGANIZATION

Type of Labor	Rates in 1915			Rates in 1919		
	Logan (non-union)	Fairmont (non-union)	Percentage Differential in favor of Fairmont	Logan (non-union)	Fairmont (union)	Percentage Differential in favor of Fairmont
Piece Workers:						
Cutting in rooms . .	$ .09	$ .09	. .	$ .09	$ .1073	19.2%
Loading in rooms. .	.35	.37	5.7%	.42	.432	2.9
Pickmining in rooms	.50	.52	4.0			
Day Workers:						
Drivers.	2.10	2.10	. .	4.25	4.52	6.4%
Trappers	1.00	1.10	10.0%	3.25	2.35	-27.7
Motormen	2.35	2.50	6.4	4.85	4.79	-1.2
Brakemen.	2.10	2.25	7.1			
Engineers.	2.50	2.375	-5.0[1]			
Firemen	2.25	2.175	-3.3			
Blacksmiths	3.00	2.60	-13.3			
Tipple men	1.80	2.10	16.6	4.00	4.00	. .
Track men	2.50	2.35-2.50	. .	4.75	4.52	-4.8
Timbermen . . .	2.25	2.10	-6.6	4.75	4.52	-4.8
Pumpers	2.10	2.10	.	4.50	4.20	-6.6
Bratticemen. . . .	2.25	2.25	. .			

In the non-union Williamson field the union has attempted to introduce the Kanawha scale. The operators have presented a chart showing the average earnings, per day of actual employment, for 36 mines in the Williamson field and 6 reprenstative mines in the Kanawha field from April 1, 1920, to March 31, 1921. The piece-workers averaged $9.84 in the Williamson field and $7.85 in the Kanawha. The day-workers averaged $6.00 in the Williamson

[1] The negative percentages indicate that Logan paid higher than Fairmont. In all other cases Fairmont is the same or greater than Logan.

[2] Harry Olmsted, p. 26.

and $6.10 in the Kanawha.[1] On the basis of these figures the non-union field pays 25.4 per cent higher for piece-work and 1.7 per cent less for day-work.

One rather significant feature of this chart is that in August the day average in Kanawha increased from a little over $5.20 a day to $6.60. It is in September that the Williamson field follows with an increase from slightly less than $5.20 to about $6.70. In other words, here is another indication that the increases granted in non-union fields tend to follow those awarded in union fields.

In stating the piece-workers' average earnings it is necessary to consider the number of hours worked. In the Kanawha field the flat eight-hour day is in use. This is also true of the day-workers in non-union fields. In neither case is punitive over-time paid, but the union contract restricts over-time to "emergency work" or work necessary for the continuous operation of the mine. If the men feel that the operator is taking advantage of this clause they may take it up as a grievance. In Logan the men "have to work over eight hours in a great many instances, but the men are paid."[2] No information is available as to the actual amount of over-time worked in Mingo. Those men who have made the highest earnings, machine men and shooters, work on a night shift and are not limited to an eight-hour day. They "can work as long as they please. If a man is ambitious and wants to make money, he is privileged to do so."[3]

The earning capacity of a man appears to be greater in the Williamson field than in the Kanawha. Mr. Olmsted

[1] *Ibid.*, pp. 27-29. See footnote on company store prices, p. 45 for a discussion of the greater desirability of figures for the year preceding the strike rather than for the year of the strike.

[2] *Logan Evidence*, p. 321.

[3] *Senate Investigation 1921*, vol. i, p. 245.

has taken the five highest loaders in each of six mines, thirty men, in the Kanawha and Williamson fields for April, 1920. For the Williamson miners this averages $198.16 and for the Kanawha only $162.90.[1] In October similar figures for thirty mines, one hundred and fifty men, give respective averages of $293.03 and $207.10. Some of the earnings are extremely large. In April the highest loader received $294 in the Williamson field. In October one man received $509.74.[2] In May, 1921, Charles Bandy, a shooter at Pond Creek, earned $733.86; a machine man earned $658.01; another shooter, $561.37.[3]

But these greater possible earnings are not necessarily an index to the field as a whole. The union has sought to raise the average for the whole. In so doing it is extremely likely that individuals may suffer. One clause in the union contract specifies that there shall be a "fair turn," that every worker shall have equal opportunity to load cars and that favoritism shall not allow one man to load three cars while another is idle after loading one. This desire for a fair distribution of work between individuals is part of the fundamental psychology of the organized miner.[4]

The problem of finding an earning standard has always been puzzling in the mining industry. In 1906 Mr. Evans, secretary for the Kanawha Coal Operators Association, said[5] it is neither fair to take the best man in a place nor the poorest. But, he says of men who average five dollars a day, "I do not say that everybody can do this. It takes a good man to do it, and I realize it, but it shows what can

[1] Harry Olmsted, p. 30 and table opposite p. 56.

[2] *Ibid.*, table opposite p. 56.

[3] *Senate Investigation 1921*, vol. i, pp. 242-3.

[4] *Cf.* William Hard, *Labor in a Basic Industry*, pp. 11-12, Chicago Daily News Reprints, no. 1, 1920.

[5] *Joint Conference 1906*, p. 46.

be done by men who are able to work and willing to work. The great trouble is with the fellow who does not want to work, and only cares for a living and a precarious one at that."

The irregular working habits of the miner must, I think, be admitted. I talked with a number of loaders, good men according to the foreman, who said that they worked hard in the morning and loafed along in the afternoon. The piece-worker is quite independent in his attitude, often going in late and coming out early. The Geological Survey was unable to say from reports received of November 1, 1919, how completely the mines were tied up by the strike called on that day. November 1st opened the hunting season and many miners regularly fail to report for work on this day.[1] While I was in the office of an operator in Cumberland a foreman called up. I judged that the mine was not working. Mr. ——— hung up and said "They're not working. Moonshine and all dead drunk."

There are two points to be made in connection with this irregularity. The first is that the men cannot work regularly if they will. From 1890-1917 inclusive the mines of the United States averaged 214.8 days; of Illinois, 201.4 days; of Indiana, 190.2 days; of Ohio, 182.5; of Pennsylvania, 227.5; and of West Virginia, 217.9.[2] My Cumberland friend went on to add: "That's great. I couldn't have worked them anyhow. But this gives me a hold on them." Mr. Newton, speaking for the miners, answered Mr. Evans:[3]

Mr. Evans knows that if all his employees were offered the same opportunity to load coal, they could not be furnished it

[1] U. S. G. S., *Weekly Bulletin* of about Nov. 15.

[2] Averages figured from *Annual Reports of U. S. Geological Survey Mineral Resources*, Dep't of Interior, Washington, D. C.

[3] *Joint Conference 1906*, pp. 62-63.

at the mine if they had the same capacity and ability to load—the willingness to load. . . . We all know that in certain localities and certain sections in one mine there are conditions that run the mine or a portion of the mine even to the detriment of other portions of the mine. . . . There are exceptions to all rules, and you cannot take a dozen men out of a hundred and make a fair average as to the earning capacity of the whole, even if it was possible for the whole to do it.

The other consideration is that the irregular working habits of the miner may very fairly be regarded as a charge against the industry. The spasmodic character of the employment under normal conditions develops [1] a type of labor that would never be tolerated in a manufacturing plant. So long as this condition obtains in the industry, those men who lack the ambition of the few—i. e., those men who take a "vacation" when they want it rather than when the coal market forces it on them—must be regarded as one of the wastes of coal production.

Thus, although the exceptional earnings are of interest and give a faint hope to a few miners, they cannot be taken as indicative of the actual conditions. As Mr. Tryon says: "Such exceptional performances should not blind us to the general fact that the industry is one in which data as to the annual earnings of large groups of men are the only ones of real significance." [2]

One other method of comparison exists. In Mingo County twenty-two mines signed a contract with the union, taking over the Coalburg scale of Kanawha. All but three of these were wagon mines,[3] too small and unimportant to

[1] *Cf.* F. G. Tryon, "The Broken Year of the Bituminous Coal Miner," *Survey Graphic*, April 1, 1922, p. 1010; *Report of the Bituminous Coal Commission*, 1920, p. 45; William Hard, *op. cit.*, p. 12.

[2] F. G. Tryon, *op. cit.*, p. 1009.

[3] "Wagon mines" are small mines without a railroad siding.

afford comparison. One of the tipple mines was bought and went back to non-union conditions. In the two remaining mines Mr. Lane of the New York *Evening Post* found some data to afford a basis for comparison.[1] During the non-union period of April 1 to June 30, 1920, six men with the P. M. and C. Coal Mine Company averaged $9.26 for days actually worked. The same six men averaged $8.79 from October 16 to December 31, a union period. But under the non-union system the men had received yardage.[2] The union agreement had left yardage to be settled locally. The company had refused to pay it but the men were preparing to protest. Deducting yardage and thus obtaining a figure comparable to $8.79, the average under non-union operation had been $8.25. Similar data for five men.[3] at the Alma-Thacker Fuel Company showed an average for days worked from March 1 to April 30 of $9.03 and from October 1 to November 30 of $10.98. Here the question of yardage did not enter.

No one realizes more acutely than the author the insufficient nature of the wage data here presented, or the conflict of testimony offered by the two sides. In brief, the facts presented are: That the car is used as a basis of measurement in non-union but not in union fields. That the wage rate in some instances is lower and in some instances about the same in non-union as in union mines. That the daily earning capacity was at least as great in 1920-21 in the non-union Williamson as in the union Kanawha district, but

[1] Winthrop D. Lane, *Civil War in West Virginia*, p. 115, B. W. Huebsch, New York, 1921.

[2] "Yardage" is extra compensation for working in a narrow opening where it is more difficult to load than in wider rooms.

[3] As Lane explains, this figure is smaller than is desirable in statistical comparisons; but he thought it best to take the same men in the two periods. There were only five such at the latter mine and six at the former.

that the indeterminate element of hours in the former partly —we cannot say how much—invalidates the favorable showing. That when two mines changed in the Williamson field to the Kanawha rate, the earnings of the men increased; but that one of these mines had before offered more favorable rates of its own volition than the union contract had specified. And finally, that long-term earnings may be higher for individuals in the non-union field, but that exceptional earnings cannot be used as a basis of comparison.

We are forced, therefore, to the rather ambiguous conclusion that wages in the non-union field may be as high as in union fields during periods of prosperity. There appears to be a lag in the granting of increases in the non-union fields. But in a long-continued period of prosperity wages in the two types of field will probably be about the same. The union's charge of gross under-payment has certainly not been substantiated.

But we may say with absolute confidence: *it is the union field which sets the upward pace of wages in the coal industry. It is the non-union which sets the downward pace.* Scattered through the pages of the *Coal Age* in August and September, 1922, is the "law" of wages in the coal industry. On August 19 Governor E. F. Morgan of West Virginia telegraphed to the Federal Fuel Distributor pleading for a dollar increase in the selling price of coal:

> Recent wage agreements between operators and United Mine Workers providing for resumpting (*sic*) of work on the scale effective when the strike was declared, make imperative a new wage scale in the non-union districts — Logan, New River, Pocahontas and Williamson—of West Virginia.[1]

The Pocahontas operators granted an increase on August 15, putting the workers back on a 1920 level. Two reductions were wiped out.

[1] *Coal Age*, vol. xxii, p. 296, 8/24/22.

The increase made by the Pocahontas operators came without the knowledge of miners and was a voluntary act upon the part of the operators, employees not having solicited the increase. It was deemed necessary by the Pocahontas association, however, to restore the 1920 wage scale because of the fact that such a scale was being paid in the Winding Gulf and New River districts and there was a possibility that inroads might be made on working forces by virtue of the higher wages paid elsewhere unless the rate was increased.[1]

The editor asks the pertinent question, "What will happen in April?"

Most persons are disposed to believe that by that time the market will be glutted with bituminous coal and that wages in the non-union regions being lowered, it will be impossible for the operator in union districts to offer the 1920 scale, for without contracts and with lower wages in competing districts which are fully able to supply at least a large part of what coal is needed there will be no possibility of running the mines in union regions more than a day or so in each week.[2]

God may intervene if He presents the country with a winter severe enough to hamper transportation; but if in His Providence the country should lead a normal economic life, we shall again face a situation of stagnation in union fields.[3] The two forces continue to work in wage settlements, negative and positive, non-union and union.

[1] *Coal Age*, vol. xxii, p. 370, 9/7/22.

[2] *Ibid.*, p. 350, 9/7/22.

[3] Since this was written there has of course been a settlement of the editor's question. The wage rate will continue. But it is not thought necessary to change the sentences which fairly reflect opinion in September, 1922, and the general attitude with reference to the forces controlling wages.

CHAPTER III

The Checkweighman

The matter of wages is of course not a mere matter of rates. In an industry in which the workers are paid by the piece it is essential that they shall have some method of determining the honesty and accuracy of the measure accorded them. No single condition is a more fruitful source of dispute than the measure of coal.

Under the laws of West Virginia the miner receives protection against both dishonesty and the natural errors of weighing. The law provides for scale inspectors whose duty it is to test the scales at all mines and, if called upon by either miners or operators, to make an immediate test.[1]

The men are accorded further protection by an act of 1891 providing that every person engaged in mining coal "shall employ a weighman, and the miners working in any such coal mine may employ another such weighman, and the two so employed shall supervise the weighing of each car while empty, and the weighing of the same when loaded

[1] Mr. Samuel B. Montgomery, Labor Commissioner and Supervisor of Weights and Measures, says the law is weak because the state has only one sealer who has the work of four or five. This is a matter of legislative appropriation. The county sealers are appointed by the county court. "Therefore the sealer feels indebted to the county court. . . . In the counties that are controlled by the coal companies or other large interests, where the county court is a corporate court, you men need not be told that they appoint men who do not enforce the law and who will not go in emergency cases to test the scales or measure a car." *Proceedings of the Annual Convention of District 17, U. M. W.*, Charleston, W. Va., 1918, pp. 129-130.

with coal so paid for by weight, and the measuring of the number of bushels therein, when necessary, so paid for by measure." If the workers do not employ such a man, the company weighman shall be sufficient.[1] This act was maintained as within the police power of the legislature as its purpose was to prevent fraud.[2] Slightly amended in 1901, it is now provided that the checkweighman shall be employed at the cost of the miners and shall be appointed by a majority ballot of the workers.[3] No checkweighman need be employed "where the weighman is mutually selected by the consent of a majority of the miners working in any mine and the operator." But "at any time that either of the parties" becomes dissatisfied he may be dismissed on ten day's notice or the miners may employ a checkweighman.[4]

The checkweighman serves two purposes. In one capacity he prevents patent dishonesty—tampering with the scales, short recording of weight. In the second capacity he exercises supervision over "docking" for impurities. In this function "the trimmer calls the attention of the weighman and checkweighman (to impurities) so as to deduct weight of such impurities as estimated by the trimmer or Dock Boss from the ascertained weight of such cars." [5]

In both of these functions the need is a matter of history. Sidney Webb speaks of the Mines Regulation Act of 1861 as securing to the workers of England "the supremely val-

[1] Hogg, *West Virginia Code*, sec. 509, acts 1891, ch. 2, § 4, West Publishing Co., St. Paul, 1914.

[2] State *v.* Peel Splint Coal Co., 36 W. Va. 802 (1892).

Hogg, *op. cit.*, sec. 514, acts 1901, ch. 20, § 1. This act also extends the law to "any manufacturing, mining or otherwise public enterprise employing labor" where the amount of wage is dependent on measure or weight.

[4] *Ibid.*, sec. 517, acts 1901, ch. 20, § 4.

[5] *Agreement of Northern West Virginia Operators' Association and District 17, U. M. W.*, sec. 18.

uable institution of the checkweigher."[1] In the testimony taken before the House committee investigating conditions in the coal mines of Colorado many instances of short weight are given. Mr. J. W. Bell, at one time superintendent of the Wooten Land and Fuel Co., said that he had no control over the tipple boss who was appointed by and reported to the vice-president and general manager. Bell investigated one mine and found that the miners were getting short weight by "dumping" the car.[2] The foreman at Bowen mine (who at the time he offered testimony was living with the strikers in the tent colony at Ludlow) said that the superintendent had wanted some repair work done. He couldn't afford it "but he says: 'Never mind, go ahead; we will find some way of doing it.'" The method employed was extremely simple. When the mine was not working on Saturday and Sunday the foreman took men, who were paid by weight, and put them to work as day-laborers at hour rates. For this overtime they were given a certain credit. On Monday they returned to their regular occupation. But they were systematically under-credited with coal loaded until the mine had fully recouped the outlay for repair work.[3] Similar testimony is given by others.[4]

The men do not always desire a checkweighman. Lawrence R. Lynch, writing of the Paint and Cabin Creek strike of 1912-13, says that "it was proved that the miners had frequently objected to the employment of a checkweighman, owing to the fact that his wages must be paid by the men whom he thus protects." But, he concludes, "from the

[1] Sidney Webb, *The Story of the Durham Miners*, p. 53, Fabian Society, London, 1921.

[2] *House Report 387* (1914), "Conditions in the Coal Mines of Colorado," pp. 194-5.

[3] *Ibid.*, p. 311.

[4] *Cf. ibid.*, pp. 77, 78, 2034, 2182, 2303.

standpoint of fairness and justice" it is "highly desirable that a check be placed upon the company weighman."[1]

The non-union operators are opposed to the employment of a checkweighman. I have found no recent instance of refusal to comply with the state law. Mr. Ernst, manager of the Pond Creek Coal Company, said that he did not want a checkweighman on the tipple for two reasons: first, it is an additional cost to the men; and second, the matter of weight is a source of constant dispute — "no real loader ever admits that he is satisfied with the weight you give him"—and the checkweighman aggravates this condition.

To some extent Mr. Ernst's latter charge is probably true. The checkweighman holds his position at the expense of the men. His functions usually are negative in character—merely agreeing that the scales are correct, that the men are credited with the recorded weight, that the cars are not run over the scales too fast. In fact, his duties are similar in effect to those of the partisan watcher at the polls. In time, we may well believe, the men wonder why they pay him. His job is more pleasant than mining both in point of the labor involved and of prestige. To give more apparent reason to his employment it is possible that he may unnecessarily protest the accuracy of the scales.

The checkweighman enjoys a degree of freedom from the operator's control that no other man in or about the mines enjoys. He is selected by a majority ballot of the workers and is responsible to them. Mr. Gilday, a Kanawha operator, complained to the board of conciliation in 1914:

> We had chechweighmen some years ago that used to think they were not only checkweighmen but that they owned the property, and they acted on the mine committee, and they kept up a continual annoyance, and we put this clause in that

[1] Lawrence R. Lynch, *op. cit.*, p. 654.

you shall not recognize any checkweighman on any committee.[1]

The operators have now secured a clause in almost all agreements that the checkweighman's duties "shall be only those prescribed by the laws of the state of West Virginia."[2]

But the opposition is also more fundamental than this. The checkweighman typifies organization. As Mr. Charles H. Peet, a Colorado superintendent of mines, said in 1914, granting a checkweighman "would be a kind of recognizing of the union."[3] Mr. Charles F. Carter, who gives the operators a very clean bill of health after Paint Creek, writes:[4]

[The Check-off] is worked in various ways, but most frequently by means of the "check-weighman", who collects the dues directly, being given a number the same as the miners, and taking in rotation from each miner a car of coal or a certain weight of coal, which is credited on the books of the company to the "check-weighman". . . . The assertion that the "check-weighman" is needed to protect the poor miner from his dishonest employer is merely a specious pretext to deceive the credulous public.

Sidney Webb writes that the first permanently enduring trade union in the coal industry, the Northumberland and Durham Miners' Mutual Confident Association, was in part due to the institution of a checkweigher at nearly every pit.[5] Not only has "the promotion of collective action by the

[1] *Board of Conciliation Proceedings for the Kanawha District*, 1914, vol. iv, p. 16.

[2] *Joint Agreement of Kanawha Operators and Dist. 17*, 1914-17, p. 5.

[3] *House Report 387*, vol. ii, p. 1944.

[4] Charles F. Carter, "The West Virginia Coal Insurrection," *North American Review*, Oct., 1913, vol. 198, pp. 464-5.

[5] Webb, *Durham Miners*, p. 54.

men been a direct incitement to combination," but the necessary capacities of a checkweighman are the same as those for a union official. He must be "a man of character, insensible to the bullying or blandishments of manager or employer, . . . of strictly regular habits, accurate and business-like in mind, and quick at figures." [1] The ranks of checkweighmen thus supply large numbers of union officials.

It is this feature which is fundamental. With the weighman is very likely to come the union. Certainly the operator will lose that complete freedom to operate his plant as he sees fit. He will be forced to deal with a man whom he cannot control, who can tell him that he must change certain conditions or that his minor officials such as the weighman and trimmer are not performing their functions properly.

Theoretically there is no reason why a checkweighman may not be in a non-union field. The law allows it. There is danger that a sweeping generalization may seem to be disproved by a few exceptions. But with this qualification we may say that in practice a checkweighman is found at all union mines and is never found in non-union fields.[2] One may say, therefore, that the checkweighman is the result of the organization of the field. Practically he is often unnecessary — at least in his capacity of preventing dishonesty. But historically he has often been needed.

[1] Webb, Sidney and Beatrice, *History of Trade Unionism*, Longmans, Green & Co., London, 1902, p. 291.

[2] One reason for this is the fear of men in non-union fields to anything approaching collective action. *Cf. supra*, p. 15.

CHAPTER IV

The Company Store

It should be remembered that the company store and the truck system are not the same. The truck system is the payment of wages in kind or other than lawful money. The company store is properly a store operated by an industrial concern at which the men employed by the company may trade. It is, however, open to abuses and in its worst condition becomes virtually truckage. It is the possibility of abuse that leads to condemnation.

The coal industry is subject to certain peculiarities that modify general condemnation of the company store. The operator who opens a mine in new territory is engaged in a task requiring numbers of laborers often without any immediate labor market. Prior to his advent the country has been "frontier" land. The operator must furnish the worker everything. He must construct houses, must provide means of obtaining food, clothing and all the necessaries of life. At this stage of development the company store is an absolute necessity. But when the mine is established with its community of fifty or a hundred families, the independent dealer finds a market and may enter if he is allowed.

The company store is then no longer an essential from the miner's point of view. It enters upon a second period of its existence. Under a well-meaning operator it is partly beneficent in purpose. Mr. S. M. Dalzell, President of the Illinois Coal Operators' Association and General Manager

of the Spring Valley Coal Co., testified in 1899 that his company demanded the right to prevent exhorbitant prices.[1] But under the highly competitive conditions of the coal industry the store comes to occupy another position. The operator can see no reason why he should not have the profits of the trade of his own employees, instead of some retailer.[2] Mr. Neil Robinson, an operator of Charleston, West Virginia, testified that under the severe competition of the late '90's the price of coal did not pay for production. The store profits were "quite a little help." In fact, ". . . were it not for the revenue derived from the store business I suppose quite a number of mines would be compelled to go out of existence." [3]

This condition *per se* is not directly harmful to the miner. He can make little complaint whether his purchases swell the profits of the operator or of the independent storekeeper. But with such competition the temptation to profit is so great that exploitation becomes almost inherent in the company store. Mr. Dalzell testified that he could not make a general statement as to the advantage and disadvantage of the company store to the miner. ". . . . Because there are two classes of employers: I cannot divide them. I do not know how many treat their employees fairly in that respect and how many do not. If the stores are operated as they say they are operated in West Virginia, I would say that they are very much to the disadvantage, not only of the employee, but of the coal trade generally." [4]

[1] *Report of the Industrial Commission,* 1901, vol. xii, p. 115, Washington, D. C.

[2] *Ibid.*, p. 277.

[3] *Ibid.*, pp. 15-16. *Cf.* John Mitchell, *ibid.*, p. 43.

[4] *Ibid.*, p. 116. His testimony regarding West Virginia as the worst example is not to be accepted without discounting his possible prejudice as a competitor of West Virginia.

But if Mr. Dalzell did not know what the company store meant generally, others did. The New York and Cleveland Gas and Coal Co. operated mines near Pittsburgh. They were certainly no better than any other coal company,[1] but they reached the conclusion that the company store took a certain amount from the miner in higher prices. They discounted this at 5 cents per ton, about ten per cent of the wage rate. This figure was accepted by the miners, for they offered in 1896 to enter into an agreement with the other operators of the Pittsburgh district to give up the company store and accept the New York and Cleveland scale.[2]

Company store is a generic term. In some instances the company operates the store itself.[3] The Colorado Fuel and Iron Co. organized an auxiliary company that maintained stores.[4] Still other companies gave the store privilege to an independent business man. He either paid a certain percentage or merely yielded to supervision.[5]

The coal company controlled the trade under any of these systems by issuing scrip or company orders, advances on the wages of the men redeemable by the company through the store. A man has mined 10 tons of coal at 75 cents a ton. He receives credit on the company's books for $7.50. He may wait until pay day and receive cash or, if he has no reserve, he requests a credit advance. The company issues non-negotiable[6] orders usually in fractional denominations

[1] *Cf.* Arthur Suffern, *Conciliation and Arbitration in the Coal Trade,* Houghton Mifflin Co., New York, 1915, p. 27; *Industrial Commission,* 1901, vol. xii, pp. 60 *et seq.*

[2] *Ibid.*, pp. 60-61.

[3] *Ibid.*, p. 15.

[4] *Ibid.*, p. 262.

[5] *Ibid.*, p. 115.

[6] Under the laws of West Virginia these are not non-negotiable. See below in this chapter.

with which the man purchases at the store. Since the instrument is intended to be non-negotiable the company redeems it only for the accredited store.

The abuses of this system may be direct or indirect. We may assume that company prices in the period we are describing (about twenty years ago) were generally higher than independent prices.[1] The compulsion to trade at the company store may be unmistakable. Mr. Richard Bryden, now a successful coal operator in Piedmont, W. Va., told me the following incident of his boyhood. The superintendent approached him one evening and asked him if his mother wouldn't like a present of a barrel of flour. The little nine-year-old said he thought not. The superintendent urged and the boy remained obdurate. He arrived home and found the flour. On pay day he was debited with one barrel of flour. I cite this not to prove a general condition, although Mr. Bryden gave the impression that it was, but rather that such cases did exist. Other evidence can be found. Benjamin James said that he was threatened with discharge in 1897 by the foreman of the Lehigh Valley Coal Company's mine at Jeanesville, Pa., unless he traded at the company store. The general strike of that year prevented the execution of the threat.[2]

But this direct type of compulsion was comparatively rare. John Mitchell says: "I do not mean at present that they are compelled to [deal at the company store], but there are better conditions of employment given to men who deal there; they can earn more wages. The one who refuses to buy there is often given unfavorable conditions of employment." [3] Mr. Robinson, the operator who thought the

[1] *Cf.* Testimony of James Smith, Commissioner of Dep't of Labor in Colorado, *ibid.*, p. 217. Benjamin James, National Executive Board member, U. M. W., testifies powder was $2.75 per keg at company stores and only $1.25 to $1.50 at independent stores.

[2] *Ibid.*, pp. 141-142.

[3] *Ibid.*, p. 43.

store "quite a little help," says that he doesn't know of any case of favoritism "but where a man has a large family and helps in the store, it would be perfectly natural for the operator to help in return." [1] Such compulsion, although indirect, is nevertheless very real.

In another respect the organized miner objects to the company store. It is maintained that purchases made under a loose credit system are made with less care than cash purchases.[2] Under the system of wage payment that prevails in the coal industry wages are paid semi-monthly. The miner, however, is not paid for the coal which he has mined during the fourteen days immediately preceding pay day but for the period between the two preceding pay days. In other words, a miner coming to a mine on the first of the month receives no pay until the first of the following month. In the meantime it is necessary for him to live. If he has sufficient reserve, he receives payment in full for the first half of the month less, of course, certain deductions for rent, smithing, doctor and powder. Those men who lack this reserve are forced to seek credit somewhere. This credit they receive from the company in the form of scrip.

The United Mine Workers have waged a steady campaign for more frequent pay-days. In the old days the usual interval for payment was a month. Through legislation and direct pressure on the operators the interval is now about two weeks. The present program of the organization calls for a weekly pay-day.

The operators' position on frequent pay-days was stated in 1901 by Mr. Beaman of the Colorado Fuel and Iron Co. He said that they will necessitate an increase of working capital. Coal was customarily sold on 30 days' time. To re-

[1] *Ibid.*, p. 16.

[2] *Cf.* E. H. Weitzel, Mgr. and Chief Engineer, Col. Fuel and Iron Co., *House Report 387* (1914), vol. ii, p. 1798.

quire payment every 15 days would double the capital needed because money comes in only every 30 days. In his eyes 30 days is the equivalent of cash—seemingly for both operator and miner. It will also double the bookkeeping to make out two pay-rolls.[1]

Mr. Beaman also tries to prove that infrequent pay is good for the miner. Frequent pay-days mean frequent drunks. His solution of the miners' ills is prohibition. ". . . If the legislature would prohibit their sale (i. e., intoxicating liquors) at or near the mines, it would do more to promote the general welfare of the miners than any law that could be enacted." [2]

David Ross, Secretary of the Illinois Bureau of Labor Statistics, says frequent pay is better for the men—and had not led to more frequent drunkenness.[3] Even under his system it appears from the testimony of Mr. Beaman that frequent actions garnisheeing a man's wages are instituted by saloons which have advanced credit. His "protection" seems a trifle frail. Although he may have been ignorant of the situation, a letter of Mr. L. M. Bowers, chairman of the board of directors in 1913, to the secretary of Mr. John D. Rockefeller, Jr., makes it apparent that prohibition had hardly been a strong point with the Colorado Fuel and Iron Co. "The company became notorious in many sections for their support of the liquor interests. They established saloons everywhere they possibly could." [4] Mr. D. C. Coates, President of the Colorado Federation of Labor, points out that there are sometimes five or six weeks between pays. This ties up too much of a man's earnings. He is at the

[1] *Industrial Commission*, 1901, vol. xii, pp. 289-290.

[2] *Ibid.*, p. 277.

[3] *Ibid.*, pp. 183-184.

[4] *Report of Commission on Industrial Relations*, 1912, vol. i, p. 43.

mercy of the company store, or if trading with an independent merchant, is forced to pay the latter increased amounts to cover loss and capital the merchant has tied up.[1]

The attack of the miners' organization on the company store is thus two-fold. They maintain that prices are higher and men are forced to trade to their disadvantage. In the second place, the man receiving credit from the store is inclined to spend more freely than he who pays cash.

The miners have presented their case poorly. Their accusations have been far-reaching and proof has been almost negligible. Mr. W. E. Hutchinson testified before the Senate committee that it is "generally true" that a man not trading at the company store was given a place where he "couldn't make out". He himself traded at an outside store for half a month and then was given a "scrubby little place". Nothing was said to him. He returned to the company store and in about six weeks received back his old place.[2] As an isolated instance this proves nothing. He was not spoken to. The general impression prevailed that it was wiser to trade at the company store, but, as Senator Carraway brings out in his questioning, in good seasons some man had to work the poor places and it might sometimes be a man who traded at the company store.[3] To prove actual discrimination it is necessary to produce many such circumstantial cases.

The charge of higher prices is presented in an equally haphazard manner. Mr. Hutchinson, for example, says that pork sold for 55 and 60 cents in company stores that sold for 35 cents at independent. "Plain white meat" sells for 40 and 45 cents as compared with 25 and 30 cents.[4]

[1] *Industrial Com.*, 1901, vol. xii, p. 250.

[2] *Senate Investigation*, 1921, vol. i, pp. 77-78.

[3] *Ibid.*, p. 78.

[4] *Ibid.*, pp. 76-77.

TABLE 2

COMPARISON OF RETAIL PRICES CHARGED AT TWO INDEPENDENT STORES IN WILLIAMSON, W. VA., AND SEVEN REPRESENTATIVE COAL COMPANY STORES AS OF JUNE 27, 1921

	Independent Stores		Company Stores						
	Culross	Lilly	Redjacket	Sycamore	Borderland	Howard	Thacker	Wilhelmina	Thacker Fuel
Flour, per 24 lb. bag.	1.86	1.75	1.75	1.80	1.50	1.40	1.60	1.60	1.60
Meal, per 10 lb. bag.	.35	.30	.35	.30	.30	.35	.35	.30	.30
Pinto Beans, per lb.	.08–⅓	. . .	.08–⅓	.10	.10	.10	.12–½	.10	.10
Navy Beans, per lb.	.08–⅓	.10	.08–⅓	.10	.08–⅓	.10	.08–⅓	.10	.08–⅓
Potatoes, per lb	. . .	. . .	. . .	.03 New					
Potatoes, per bu.	3.25 New	3.00 New	1.00 Old	. . .	3.00 New	2.00 New	1.00 Old	2.50 New	1.00 Old
Lard, per lb.	.25	.25	.20	.20	.20	.20	.22	.20	.18
Butter, per lb	.50	.50	.50	.50	.60	.50	.45	.50	.50
Tomatoes, 2½ lb. can	.20	.20	.18	.20	.20	.15	.18	.20	.18
Corn, Standard 2 lb. can	.20	.20	.15	.20	.12–½	.15	.15	.15	.15
Sugar, per lb	.10	.10	.12–½	.12–½	.10	.10	.10	.11	.09
Eggs, per doz.	.35	.35	.35	.35	.35	.35	.35	.30	.35
Cheese, per lb.	.45	.45	.35	.30	.40	.35	.30	.45	.30
Round Steak, per lb	.40	.40	.40	.40	.40	.35	.35	.35	.35
Porterhouse, per lb.	.50	.45	.40	. . .	. .	.35	.40	.35	.40
Rump Roast, per lb.	.40	.35	.25 .40	.35	.35	.30 .35	.30	.35	
Soup Beef, per lb.	.25	.25	.15 .25	.30	.35	.30	.25	.18	.20
Pork Loins, per lb.	.35	.35	.40	.40	.35	.35	.35	.35	.38
Average	.416	.413	.404	.402	.385	.363	.369	.374	.369

TABLE 3

RELATIVE PRICES COMPUTED FROM TABLE 2

(Wilhelmina prices = 100)

	Culross	Lilly	Redjacket	Sycamore	Borderland	Howard	Thacker	Wilhelmina	Thacker Fuel
Flour, per 24 lb. bag	116	109	109	113	94	88	100	100	100
Meal, per 10 lb. bag	117	100	117	100	100	117	117	100	100
Pinto Beans, per lb.	83	. .	83	100	100	100	105	100	100
Navy Beans, per lb.	83	100	83	100	83	100	83	100	83
Potatoes, per bu., new	130	120	. .	. .	120	80	. .	100	
Lard, per lb.	125	125	100	100	100	100	110	100	90
Butter, per lb.	100	100	100	100	120	100	90	100	100
Tomatoes	100	100	90	100	100	75	90	100	90
Corn	133	133	100	133	82	100	100	100	100
Sugar, per lb.	91	91	114	114	91	91	91	100	82
Eggs, per doz.	117	117	117	117	117	117	117	100	117
Cheese, per lb.	100	100	78	67	88	78	67	100	67
Round Steak, per lb.	114	114	114	114	114	100	100	100	100
Porterhouse, per lb.	143	128	114	. .	. .	100	114	100	114
Rump Roast, per lb.	114	100	. .	100	100	. .	86	100	
Soup Beef, per lb.	139	139	. .	167	194	167	139	100	111
Pork Loins, per lb.	100	100	114	114	100	100	100	100	108
Average of all Relatives	112	111	102	109	106	101	101	100	97
Average of all but Potatoes and Soup Beef	109	109	102	105	99	98	98	100	97

The company stores were in the habit of increasing prices whenever there was an increase in wages.[1] The independent stores would also increase slightly "but not in accordance with the company stores." The difference in prices was sufficiently great so that he was willing to chance losing his good position to trade at an outside store and almost made up for the lowered earnings of the poorer work-place.[2]

The companies have presented their case far better than the miners.[3] They give data showing the comparison of prices in company stores and in independent stores in the city of Williamson. (Table 2.)

The first average in the above table is simply the arithmetic mean of all the prices.[4] The second average is the mean of relatives using the prices of the Wilhelmina store as the base for the index. (Table 3.) The third average is computed from the same index numbers as the second with the omission of potatoes and soup meat.[5] From

[1] *Ibid.*, p. 76.

[2] *Ibid.*, p. 79.

[3] All figures which the operators give are open to criticism. They present earnings and store prices during the latter part of 1920 and the early part of 1921. This was the strike period. The figures may differ from those of pre-strike conditions either because the companies have been forced to offer better conditions to secure labor or because they set about house-cleaning, knowing that an investigation was probable. But with respect to prices the companies could hardly be expected to present comparative data of an early date. They have taken current prices in preparing a brief for the committee. Earlier data should have been collected by the union knowing that at some time the break was coming.

[4] I gave some weight to both navy and pinto beans by multiplying by three to get rid of the fraction. The difference is so slight as to be hardly reflected in the result. The figures for potatoes were omitted because quotations are partly for new and partly for old. Had they been included the result would only have been emphasized.

[5] In constructing the index I disregarded old potatoes and left the space blank. Three of the companies are selling old potatoes and

TABLE 4

AVERAGE WAGES PAID TO SAMPLE OF BEST LOADERS IN KANAWHA AND WILLIAMSON COAL MINES [1]

Month	Field	Total Earnings	Deductions		Cash Paid	Store Deducts
			Store [2]	Total		Total Earnings
April.	Williamson. .	$198.16	$36.57	$43.18	$154.98	18.46%
	Kanawha . .	162.90	39.86	52.73	110.17	24.47%
October.	Williamson. .	293 03	44.27	52.14	240.89	15.1%
	Kanawha . .	207.10	36.32	50.37	156.73	17.5%

these figures, averaging the independent stores and the seven company stores, the prices are about 8.8% higher by the first method and 9.22% by the third method in the independent stores.

There are several factors that render judgment impossible on this basis. The rents in Williamson are probably higher than for surrounding mining towns. The list of commodities is not representative. But in spite of these

Sycamore has listed potatoes at 3 cents a bushel, an evident mistake. It has seemed more accurate to drop this item entirely.

In the case of soup meat the differences are very evidently due to differences in quality. Roundsteak has an index of

114 114 114 114 114 100 100 100 100

Pork loins of

100 100 114 114 100 100 100 100 108

Whereas soup meat fluctuates widely

139 139 167 194 167 139 100 111

[1] Olmsted, *op. cit.*, table opposite p. 56.

[2] The deductions are not exactly comparable for in Kanawha the loader usually buys his powder and shoots coal. In Williamson a shooter is employed to do this. Thus a man in Kanawha who trades at a company store will have additional deductions for powder.

patent shortcomings we are forced to conclude that the company prices are not higher than independent prices.

In the matter of compulsion the operators have also introduced some interesting evidence. They have compared the earnings and net cash receipts of two equal groups of men in the Kanawha and Williamson fields. For the month of April they present as evidence the wages paid to the five highest coal-loaders in each of six mines in both of these fields, and similar data for twenty-six mines in October of 1920. (Table 4.)

From the figures in the above table it would appear that no greater compulsion was applied to the non-union than to the union men. Expressed as a percentage of the total earnings the deductions for store charges are greater in the union than in the unorganized district. In absolute amounts the figure is higher in October and lower in April.

Some union leaders have taken the position that the company store and the issue of scrip are illegal. Their position seems to be mistaken. The law has attempted to regulate the company store and the method of wage-payment but it has been unable constitutionally to abolish the store and the miner is protected so far as law can protect in respect to his wages. What violations of the law exist are due rather to the inability of the weak to take full advantage of legal protection than to shortcomings in the law.

The legal position of the company store in West Virginia is now fixed. The legislature attempted in 1887 to prohibit miners and manufacturers interested in selling merchandise from selling to their workers at a higher per cent of profit than when selling to other persons.[1] This was held to be an unconstitutional interference with private contracts and business.[2] In 1891 a law enacted in Illinois provided that

[1] Hogg, sec. 537, acts 1887, ch. 63, § 4.

[2] State *v.* Fire Creek Coal & Coke Co., 33 W. Va. 188.

" it shall be unlawful for any person . . . . in any mining or manufacturing business in this state to engage in, or be interested directly or indirectly in, keeping of a truck store, or controlling of any store . . . . for the furnishing of supplies, tools, clothing, provisions, or groceries to his . . . . employees." This was held to violate the constitutional provisions protecting persons against the deprivation of property without due process of law.[1] Thus a store may legally be conducted by a mining company.

The Act of 1891 in West Virginia provides that it shall be a misdemeanor for any company or person to compel any employee to accept goods in payment of wages due him or to become due him. And further, that if any such company shall sell directly or indirectly to an employee " goods or supplies at prices higher than the reasonable or current market value thereof at cash," the company shall be liable for damages to double the difference in value.[2] This section of the law has not been tested in court but it could not be attacked, as was the act of 1887, on the basis of discrimination because it includes all businesses and not mining alone.

The time of payment is regulated by custom rather than law. Various bills for semi-monthly pay have been enacted. In 1881 a law in Pennsylvania provided for payment in lawful money at regular intervals. The court held that it was unconstitutional " as preventing persons *sui juris* from making their own contracts." [3] In Arkansas it has been held to be a matter " of purely private concern " and " necessarily harmless " when two parties contract as to the time of payment.[4] Illinois has made a similar finding with respect to a law providing weekly payment of the wages

[1] Frorer *v.* People, 141 Ill. 171 (1892).

[2] Hogg, sec. 540, acts 1891, ch. 76, § 2.

[3] Godcharles *v.* Wigeman, 6 Atl. 354 (1886).

[4] Leep *v.* St. Louis, 58 Ark. 407 (1894).

earned by employees to within six days of the date of such payment and forbidding contracts for other times of payment.[1] But more recent decisions have reversed these. In Indiana the courts have held it within the legislative power and constitutional to declare unlawful every contract by which the right to receive payment at least once in two weeks is waived.[2] The law in West Virginia provides for payment of wages at least once every two weeks "unless otherwise provided by special agreement."[3] In 1914 the Supreme Court upheld a provision of the New York State laws providing for semi-monthly pay of railway employees and forbidding contracts to the contrary.[4] In the main, however, the times of payment in West Virginia have been settled by extra-legal agreement. In union fields the contract between the operators' associations and the union have fixed the date. In non-union fields it has been a matter of individual agreement—actually, a matter for the determination of the individual operator.

The semi-monthly pay-day is now universally found in West Virginia. The initiation of such a movement appears to have been in the union fields. Although the operators of the Williamson Coal Operators' Association are now paying twice a month, in 1916 the monthly pay-day was used by the Pond Creek Coal Co.[5]

The regulation of the payment of wages in lawful money of the United States has been settled by statute and judicial decision. Winthrop Lane quotes Samuel B. Montgomery, State Commissioner of Labor and recently candidate for governor of West Virginia:

[1] Frorer *v.* People, 141 Ill. 171 (1892).

[2] Hancock *v.* Yaden, 121 Ind. 366 (1890).

[3] Hogg, sec. 534, acts 1887, ch. 63, § 2.

[4] Erie R. R. Co. *v.* Williams, 233 U. S. 685.

[5] Pond Creek Coal Co. *v.* Riley Lester & Bros., 188 S. W. 907. Olmsted told the Senate Committee in 1921 (vol. i, p. 271) that this field had adopted the semi-monthly period in 1913.

The issuing of scrip by a coal company has been carried on for years and is a violation of the law for the reason that this scrip is issued in lieu of lawful money and is only redeemable in merchandise.[1]

Mr. Montgomery may be stating a condition of fact, but he is not correct in the statement of the law.

In 1887 West Virginia passed a law providing that persons engaged in mining and manufacturing were prohibited from issuing any checks or orders in lieu of wages unless they were redeemable in lawful money of the United States for face value and bore interest at the legal rate, payable by the company within thirty days.[2] It was held in 1889 that this section was unconstitutional because it included only a certain class of employers and infringed their liberty of contract.[3]

In 1891 this statute was amended so as to come within the interpretation of the courts. This act made it unlawful for any person engaged "in any trade or business" to issue directly or indirectly to his employees in payment of wages due or in anticipation of such wages any evidence of indebtedness payable or redeemable otherwise than in lawful money. If any such scrip is issued it shall be construed by the courts "to be a promise to pay the sum specified in lawful money" by the person issuing the same.[4] This law was sustained by an equally divided court in 1892, when the president of the court said: "It seems clear to my mind that both of the acts which we are now considering were passed with a view to cutting off opportunities for fraud, and therefore they were fairly within the police power of

[1] Lane, *Civil War in West Virginia*, p. 28.

[2] Hogg, sec. 536, acts 1887, ch. 63, § 3.

[3] State *v.* Goodwill, 33 W. Va. 179.

[4] Hogg, sec. 539, acts 1891, ch. 76, § 1.

the legislature." [1] The United States Supreme Court has also upheld a law applying to manufacturers and miners in the state of Virginia, requiring payment in lawful money or in orders redeemable in lawful money.[2]

Redeemability is thus an established legal requirement. But these laws do not prohibit the issue of scrip in anticipation of wages due. The suits have all dealt with the obligation of the company to pay full face value for the scrip which they issue. In Kentucky, for example, the Pond Creek Coal Co., a member of the Williamson Operators' Association, refused to redeem coupons to the amounts of $1524.48 and $411.00 held by Riley Lester & Bros., independent merchants who had accepted coupons redeemable only in merchandise at the company store, an auxiliary of the coal company. The law required payment of wages in cash; and although the coupons were issued in anticipation of the date when wages were due, on this date the coupons unused at the company store must be redeemed. Otherwise the employer could "practice the most cruel extortion and demand and obtain exhorbitant profits through the enforced necessity of his employees patronizing his store." [3] This would destroy the value of the law. The employee possessing this right to demand and receive cash may transfer this right to his assignee.

Thus under the law the company may maintain a store and under the statutes of West Virginia the profits may not be excessive. No compulsion may be used to force workers to trade at company stores. The issue of scrip, redeemable in cash on pay-day, is legal, but this scrip may in effect be used for trading at an independent store. Redemption must be at full face value.

[1] State *v.* Peel Splint Coal Co., 36 W. Va. 802. Completely upheld Atkins *v.* Grey Eagle Coal Co., 76 W. Va. 27.

[2] Keskee Consolidated Coke Co. *v.* Taylor, 234 U. S. 224 (1914).

[3] Pond Creek Coal Co. *v.* Riley Lester & Bros., 188 S. W. 907 (1916).

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In practice conditions seem no worse in non-union than union fields. In so far as the company store is an evil, it is an industrial evil that unionism has not cured. It is significant that Samuel Montgomery in writing of the company stores as "one of the sore spots in the whole scheme of things," says that a wage increase is almost invariably offset by increased prices. "In a given coal field[1] we reached a wage settlement at one o'clock Sunday morning. . . . . On the following Tuesday morning retail prices were advanced exactly enough to absorb the wage increases."[2] Prices, so far as data are available, seem to be about the same in company and independent stores.

The grievance against the company store is partly that it has the advantage of location and can undoubtedly profit slightly from this, that the system has been outrageously abused in the past and is still connected in the miner's mind with these abuses, that there is danger of a relapse into former conditions in times of depression unless the miner guards his interests, and that with any credit system the man spends more freely than if he were paying cash.

The union has tried to deal with this evil. Frequent pay-days and the consequent greater facility of independent cash purchase is the ideal. In the matter of wage payment the union has undoubtedly been the controlling factor in shortening the interval between pay-days. The union has one further advantage. Legally compulsion to trade at the company store may not be used, but the evidence of indirect compulsion would hardly be accepted in court. The union contract contains a clause providing for freedom in purchasing. Any grievance arising under this clause may be taken up through the usual adjustment machinery. Here evidence need not fully comply with the strict requirements of a court of law.

[1] This was very evidently a union field in which a "wage settlement" could be made.

[2] Lane, *op. cit.*, pp. 28-29.

CHAPTER V

The Company and Private Life

The so-called "feudalism" of the coal-mining regions presents a very interesting problem. Philip Murray, vice-president of the U. M. W., sketched conditions that have "never been approached since the time of the feudal baron".[1] The ownership of the land is the basis of this control which extends to housing, stores, schools and churches. Conditions are dependent upon the "generosity or lack of generosity of the operators" and the miner becomes virtually a slave. Mr. Lane says of the miner: "The coal company touches his life at every point. If there is a playground for his children, it is because the coal company has generously supplied it. If the prices charged him for food are reasonable, it is because the coal company decrees it. If the physical aspects of his life, on the whole, are tolerable, it is because he is fortunate enough to have a beneficent employer." [2]

To most people this condition will appear "bad" and "un-American". Certainly it can hardly be calculated to teach self-government and community organization. But let us consider for a moment the conditions under which this extensive company control grew, that make the operator regard it as a "natural" state of affairs and "a historical growth".[2] In opening a coal mine there can be no

[1] *Senate Investigation*, 1921, vol. ii, p. 655.

[2] Lane, *op. cit.*, p. 30.

such choice as to the location of the mine as there may be in building a factory. The land is undeveloped, sometimes timbered, sometimes under partial cultivation. The company must bring its workers from a foreign labor market. When they arrive, they must be housed. "The first and practically the only reason assigned by many mine operators for housing their men is that there are no houses available or likely to be provided." [1]

Housing, one form of "paternalism," seems absolutely necessary. Manufacturers face the problem in less acute form than mine operators. But even of manufacturers the Bureau of Labor Statistics writes that "there is a dearth of houses and that private enterprise is failing to supply low-cost accommodations for working-men".[2] In this particular connection the Bureau is not certain that private enterprise is not kept out by the low rental established by employers and the resulting small profit. But in any event not until the employer "has established the community and demonstrated the likelihood of its permanence do secondary interests establish themselves and social control and self-direction by the members of the community take shape".[3] The element of permanence is particularly pertinent to the coal industry, for there is almost a certainty that the community will last only 20 or 25 years. Under such conditions neither miners nor private builders will build.[4] Even Murray admits that "because of the isolated character of the country, some of the evils cannot

[1] *Housing by Employers*, U. S. Bureau of Labor Statistics, Bul. 263, Washington, D. C., 1920, p. 21. Also consult topographical maps published by the U. S. G. S. and note the meager settlement of the undeveloped coal land in W. Va.

[2] *Ibid.*, p. 20.

[3] *Ibid.*, p. 21.

[4] *Ibid.*, p. 19.

be immediately eliminated, such as the necessity of the operators building houses and running company stores".[1]

The camps that have resulted from company development are not beautiful. The monotony is deadening. The houses are either strung along one road or are laid out on rectangular lines. They are of uniform construction, for the most part frame cottages of either the story and a half or two story type. They are even all painted the same color. In one town in the Williamson field all the houses are a drab yellow with green trim. Another is red with white trim.

One feature must be emphasized. From all observations that have been made thus far, conditions are no better in union than in non-union fields.[2] "Some companies are reasonably good to their employees, and supply fairly comfortable houses, clean streets, and such essentials as sewerage systems. This," says Mr. Murray, "is found to be good policy sometimes in fighting the unions."[3] The implication seems to be that sewerage systems are found in all union districts. The far-sighted non-union employer will equalize conditions. But "such essentials as sewerage systems" seem to be utter strangers to the coal industry even in union fields. In the study of housing by employers the Bureau of Labor Statistics finds that 2.5 per cent of the houses examined in Pennsylvania and West Virginia had cesspools or sewers, whereas in the completely organized Indiana and Ohio fields but 1.3 per cent, and in the unorganized Alabama, Tennessee and Kentucky fields about 1 per cent had these conveniences.[4] The sample is too small to be conclusive, particularly in Ohio and Indiana. But

[1] *Senate Investigation*, 1921, vol. ii, p. 655.

[2] *Cf.* Lane, p. 30. Chs. 2 and 3, "Good and Bad Mining Towns."

[3] *Senate Investigation*, 1921, vol. ii, p. 655.

[4] Bul. 263, pp. 46-47.

when compared with the figures for other industries examined, it will be seen that those for bituminous coal mining are very low. Iron-mining towns in the northern district [1] have cesspools or sewers for 16 per cent of the houses, and in Alabama for 3.8 per cent; the copper-mining towns of Michigan and Tennessee for 32.6 per cent.[2] Various factors may cause this difference. The iron and copper mining plants studied housed only 26.6 and 32.7 per cent of their employees, respectively. These were possibly of a more highly skilled group than the coal miners, of whom 61 per cent lived in company houses.[3] But the smallness and isolation of the community is regarded by the Bureau as the determining factor.[4]

There are certain features of the coal-mining industry that make for dreariness. Over some of these the company may exercise partial control. "In the coke region of Pennsylvania the towns are practically destitute of vegetable growth. The fumes from the ovens have killed all green life. No regard has been had for the prevailing direction of the wind in locating dwellings and coke ovens." [5] But in many of the West Virginia camps there are natural barriers to town planning. The mountains rise precipitously on either side of a narrow valley. The railroad must pass up the floor of the valley.. There must also be a road. There usually is a creek. These three occupy almost all the level ground. The houses are strung along the track to be gradually grayed with soot. The company may operate coke ovens, in which case "huge clouds of smoke envelop the houses; heavy masses of it press against the doors and windows" [6]—for a large company desiring to have men

[1] Michigan, Wisconsin and Minnesota.

[2] Bul. 263, p. 47.

[3] *Ibid.*, p. 11.

[4] *Ibid.*, p. 47.

[5] *Ibid.*, p. 58.

[6] Lane, p. 38.

near the plant can't put all its houses out of smoke range. Other houses are perched on the hillside, one side resting on stilts ten feet high, the other on the hill. It is a long climb to such a house. Better, perhaps, the smoke than a walk up that hill after a day's work.

Then again nature may give an almost ideal location. I have in mind one of the towns of the Consolidated Coal Co. in the northeastern corner of West Virginia. The houses are of stone and freshly white-washed. The trim was green. The camp was located on the side of a gradually sloping hill. One looked for miles over green valleys. The wind blew across the fresh spaces before it came to the houses. Such a location has possibilities, but it is rare in West Virginia and has nothing to do with union or non-union activities.

Some escape from the hideousness of mining town construction may be had by removing the camp from the mine.[1] There are certain advantages in locating near the mine. The man doesn't have to walk so far in damp clothing, but the change-house at the mine mouth and the shorter working day minimize this advantage. Similarly more frequent pay-days allow the woman to purchase at an independent store near her house and lessen the advantages of proximity to the time office where scrip is issued. From the point of view of the plant it is desirable to have men in responsible positions near the mine in case of disaster, to effect economies in construction by hauling all material for plant and town to the same place, to heat and light from a single plant with short transmission, and to prevent litigation by having contiguous surface rights for the right of way.

Mr. White says in this bulletin that these advantages have been over-emphasized. There are constructional ad-

[1] Bureau of Mines, Bulletin no. 87, pp. 7-8, *Housing for Mining Towns*, Washington, 1914.

vantages in picking a location with flat or gentle slope. The drinking-water problem may be solved by choosing a site near a spring or river. And for the miner ". . . the noise, the smoke, and dust from the tipple, breaker and coke ovens, washery and boiler plants will be avoided, and ' slate ' dumps and culm heaps will not be before one's eyes year in and year out ". [1]

But again the topography of West Virginia becomes an important factor. A man with practical knowledge of coal mining should pass on the weight of mine disaster as a reason for proximity to the mine. But even a layman making casual observations can see the difficulty of construction far from the mines in the southern part of West Virginia. If one examines the Matewan quadrant of Kentucky [2] and locates Stone, the center of Pond Creek Coal Co. construction, it can be seen that the camp is located where the valley is about a tenth of a mile wide.[3] One and a quarter miles below, near Coburn School, is a level space approximately one-fifth of a mile in width and about three-quarters of a mile long that might allow of some " town planning "—but this property is part of the Sharondale plant, at least at its lower extremity. With this one possible exception there is no better place on Pond Creek for a camp than that occupied at Stone.

So far as the features of camp construction can be controlled, the improvement seems to be between modern and old rather than between union and non-union mines.[4] The earliest houses were built of board and batten, generally not ceiled or plastered inside.[5] The frame house is still the

[1] Bul. 87, p. 8.

[2] U. S. G. S. Topographical Maps.

[3] The width of the valley is measured on the same contour line: *i. e.*, there can be no more than a 50 ft. rise in this distance.

[4] *Cf.* Lane, p. 34. Also Bul. 263, p. 66.

[5] Bul. 263, p. 56.

usual type,[1] but in all the camps that I saw the houses are ceiled. The Kanawha and Hocking plant, union and described by Lane as one of the worst, was complained of as early as 1902. The Logan field, non-union and on the whole one of the best in West Virginia, is one of the most recent fields to be developed.

The rising standard of living is partly responsible for this improvement. One superintendent in Pennsylvania writes, "the time is gone when it is possible to pack foreigners in boxes for houses; we must supply them with clean, home-like quarters; for neatness of the town tends to cheerfulness and contentment of employees. The operator must consider the welfare of his worker".[2] Another says that "unsettled labor conditions and high wages necessitated a better type of house than operators in the past were in the habit of furnishing".[3]

In a study of industrial housing, Mr. Knowles, an industrial architect, is not able to show any cash return to the employer. He describes a very different type of house from that found in the coal fields, one costing $5400. A return of ten per cent is not possible unless the plan is subsidized or wages are raised.[4] There are, however, many savings. These are particularly due to a decrease in labor turn-over and increased loyalty and efficiency of the workers.[5] This evidence throws valuable incidental light on the approach of employers generally to housing.

In the Bureau of Labor Statistics study, the results of housing from the employer's point of view show the same

[1] Bul. 263, p. 56.

[2] *Ibid.*, p. 21.

[3] *Ibid.*, p. 21.

[4] Knowles, Morris, *Industrial Housing*, p. 23, McGraw-Hill, New York, 1920.

[5] *Ibid.*, pp. 13-16.

line of approach. Unfortunately the answers from the coal operators have not been separately classified. Most of the operators answered that housing was necessary. "The larger operators, however, generally saw the possibilities of the work. In addition to the necessity was the desire to improve the housing in such a way as to secure secondary or indirect results." [1]

In respect to the rent charged and the profits made from housing by the company, the union has no ground for complaint. There is not much statistical evidence available on this subject, but all that I have seen points to the fact that rents *per se* give almost no money return on the investments. The Red Jacket, Jr., Coal Co. of Mingo County testifies:

The amounts charged the said defendants were not sufficient by a large amount to pay the interest on the amount invested in said houses, the insurance, taxes and up-keep and there was no profit whatever derived by your complainant from said houses; it being its plan and intention that the said defendants should occupy said houses at the low rate charged as a part of the consideration for their labor.[2]

H. A. Goodloe, general manager of Wilhelmina Coal Co., testifies that one of his employees rents a house at $10 a month for which a fair rent would be $20 a month. It is in part consideration for the man's services.[3]

In the study by the Bureau of Labor Statistics of 11,710 dwellings reported by 32 companies in Pennsylvania and West Virginia, the rents per month were as follows:[4]

[1] Bul. 263, p. 19.

[2] Bill of compaint Red Jacket, Jr., Coal Co. *v.* Cecil Rudisill *et al.*, Mingo Ct. Ct. (1920 or 1921).

[3] Evidence in Ct. Ct. of Mingo Co., pp. 9-10, Wilhelmina Coal Co. *v.* Young.

[4] Bul. 263, p. 59.

$6	and	under	$7	17.4%	of	total	number
7	"	"	8	28.8	"	"	"
8	"	"	9	22.0	"	"	"
				68.2%	"	"	"

The ordinary rent is, therefore, between $6 and $9 with almost one-half paying less than $8. The cost of these dwellings is between $500 and $750.[1]

$250	and	under	$500	2000 houses	17.0%	of total	number
500	"	"	750	5043 "	43.1	" "	"
750	"	"	1000	2410 "	20.6	" "	"
All others				2250 "	19.3	" "	"
				"	"	" "	"
				11,703 "	100.0%	" "	"

These figures of cost of construction apply to only a small number of houses in West Virginia, but it seems safe to assume that they are representative. For if we compare the mean cost in the fields studied, we find that the average for West Virginia and Pennsylvania is $687;[2] for Colorado and Wyoming, $686.50;[3] for Indiana and Ohio, about $639.[4] In other words, the mean cost throughout the industry is about the same, and we may assume considerable similarity for Pennsylvania and West Virginia.

The data supplied on cost of maintenance have been rather scanty; but, such as they are, they indicate low returns on the investment. Four companies in Pennsylvania show average rent receipts for the years 1911-15 of $137,744.44 and expenditures for maintenance of $52,526.70, or 38.1 per cent. Maintenance includes general repairs, fencing, the work of keeping the premises clean, street cleaning,

[1] Bul. 263, p. 64.

[2] *Ibid.*, p. 64.

[3] *Ibid.*, p. 97.

[4] *Ibid.*, p. 89.

lighting and drainage. But it does not include insurance or depreciation.[1] A single company in West Virginia which does not specify what maintenance covers, gives figures for the same period showing a ratio of 39.7 per cent.[2] Two Pennsylvania companies include taxes and insurance in maintenance and have a ratio of 63.4 per cent. The net return on the investment is three per cent.[3]

A very rough estimate of the possibility of profits can be made from the average cost and average rent. The average rent is $7.78 a month, or $93.36 a year. This represents a gross return of 13.7 per cent on the investment in the house alone.[4] This does not include the value of the land or any apportioned share of the town improvements. From this gross return must be paid general repairs, maintenance of the town roads, lighting and improvement,[5] insurance, taxes and an amortization of the investment. Thus, it seems fair to state that in the matter of housing as it exists today in the coal industry, the operators are not "gouging"[6] their employees.

[1] Bul. 263, p. 67.

[2] *Ibid.*, p. 68.

[3] *Ibid.*, p. 68.

[4] Knowles, p. 23, accepts gross returns of 10 per cent as fair. But the house represents only 70-80 per cent of the investment (pp. 18-21).

[5] The poll-tax mentioned below (p. 129) for this purpose is rare.

[6] This is still more clearly brought out in the *Monthly Labor Review*, April, 1922, p. 12. In an examination of comparative costs of miners' and non-miners' families in coal districts the investigator finds that rents are lower for miners than others.

	Miners Families	*Non-miners*
Number of families	246	53
Average size of family	5.7	5.1
Annual rent	$180.15	$240.52

It is of interest to note that "rent" and "fuel and light" are the only items of the family budget which are lower for miners.

There are, however, certain conditions arising out of company housing that are of interest. The first, and probably the most important consideration, is the control which the employer may exercise over the employee. The houses are constructed because of a need for accommodating the working force. But this very condition means that the employee can find shelter only in his employer's house.[1] This gives the employer a hold over the miner in times of strike. One operator writes that one reason for his housing work is "to have men concentrated so as to have proper supervision over them, to better control them in times of labor agitation and threatened strikes."[2] Two others give similar answers.

This control arises in two ways: first, the power to eject[3] the miner no longer employed; and second, control over ingress and egress on company property. This last power may be either the general power over "trespassers" who must use company roads, or it is frequently specifically provided in the lease. The Island Creek Coal Co. of Logan County is not very specific on this point:

> Fourth, That the said lessee shall not permit any gambling or gaming of any description for money or anything of intrinsic value, or permit *any improper or suspicious persons* to come upon or remain on the said demised premises, and the lessor shall at all times have the right to enter upon the demised premises for the purpose of ejecting any and all such persons.[4]

[1] See depositions of Stofflet, pp. 103-104, that 99 per cent live in company houses; Craven, answers, pp. 26-27, that 94 per cent in such houses.

[2] Bulletin 263, p. 21.

[3] At law there exists a distinction between an ejectment and an eviction, the latter implying an act not within the landlord's right. I use the terms interchangeably, as has been customary in these West Virginia troubles, but in the sense of ejectment.

[4] *Evidence, Logan*, pp. 463-463/1. Italics mine.

The Logan Mining Co. defines the "improper or suspicious persons":

Said employee shall not harbor, or permit to use, occupy or otherwise be upon said premises *any person objectionable* to the Company.[1]

The other feature of the operator's control is his power to evict the miner upon the termination of the relationship of employer and employee. This is undoubtedly a tremendous power.[2] As Lane says, "the coal companies can, if they desire, render large numbers of people shelterless almost over night. They can do this regardless of the illness of members of these families, or of their ability to find houses elsewhere." [3] Frank Keeney, district president, told me that during the Cabin Creek strike he was threatened with eviction in the winter of 1912-13 when two of his children had diphtheria. One of the men, Savage, evicted at Matewan just before the "battle of Matewan" had refused to get out because of his "wife's critical condition".[4] Mr. Lane asks: "Is it desirable that the 100,000 coal miners of West Virginia should have homes in which they enjoy some security of residence?" [5]

But in approaching the question of the desirability of this condition, let us forget for the moment that the system may

[1] *Evidence, Logan,* pp. 268-269. Italics mine.

[2] The use of this power may be over-emphasized. Mr. Avis, attorney for the operators, forces Fred Mooney, district secretary of the miners, to admit that since the strike order no evictions had been made except by regular court process. (Typewritten record of *Senate Investigation,* p. 133.) Olmsted points out that before the strike there had been 10 evictions. Since, there had been 369 made "under actions of unlawful entries and detainers" through the courts. (*Ibid.,* pp. 866-867.)

[3] Lane, p. 50.

[4] *Evidence of Matewan Trial,* p. 3518 *et seq.*

[5] Lane, p. 47.

be abused, that it may work fearful hardships on the individuals evicted. Let us approach the problem from the point of view of the operator.

The concept of desirability which Mr. Lane suggests has a different quality from mere legal status. There is an element of social utility or social justice. But light is thrown upon our investigation by a consideration of the legal relations of the employee as tenant and the employer as landlord. The relationship has been held in West Virginia to be that of master and servant, not that of landlord and tenant. Originally this relationship seems to have been that of the servant living within the house. Slightly different from this is that of the landlord who employed a man and his family to operate his farm. The man received a certain wage per day and his house rent as compensation. The possession of the house was held to be incident to the employment, and termination of the latter terminated also the right to possess the house.[1] Now this relationship again changes slightly and is that of the industrial employer. A man was employed by the Morris Canal Co. to operate a lock. As part of his compensation he received the use of a house and land adjoining the lock. Here also the right to the use of the house is only incident to employment.[2] Similarly a man is employed at a sub-station on a power line. He receives $55 a month and rent—consciously calculating the latter to be worth $5 or $10 a month, so that he accepted the position in place of one he had held for $60. He strikes, and his right to the use of the house ceases, for "The relation of landlord and tenant did not exist. It was the relation of employer and employed; the plaintiff being in possession of property belonging to the employer by virtue of his employment."[3]

[1] Bowman *v.* Bradley, 151 Pa. 351 (1892).

[2] Mitchell *v.* Morris Canal & Banking Co., 31 N. J. Law 99 (1864).

[3] Lane *v.* Au Sable Electric Co., 147 N. W. 546 (1914).

These cases differ in one legal respect from those in West Virginia. Rent is clearly part of wages. In West Virginia the miners pay rent.[1] In South Carolina a man paid 70 cents a week to a manufacturing company. In this state, under section 3508 of the Civil Code of 1912, domestic servants, common laborers and tenants-at-will are entitled to ten days' notice. The company gave three days' notice and then ejected. Here it was held that the man fell in none of these categories and occupied the house only during employment.[2] The author would not cite this case as a model of logic to prove his point, for it seems an excellent example of social legislation interpreted by legal technicality with utter disregard of the spirit of the act. It does, however, indicate that in the eyes of the law the mere act of paying rent does not necessarily change the relationship.

These are in cases not covered by lease. By many of the companies, particularly since the recent trouble, the understandings which have always existed are put into the form of a written contract. One of the largest companies in the Williamson field now has a lease specifying:

That it is expressly agreed by the parties hereto that the tenancy created by this contract is incident to the employment of the said lessee by the said lessor. . . .

It is expressly agreed by said lessee that said lessor has the right to, and may terminate this lease at any time with or without cause, as it alone may elect, without notice, both time and notice being waived by lessee.

In the Island Creek Coal Co. contract,

. . . . it is expressly agreed by the parties hereto that the tenancy created by this contract is incident to the employment of the said lessee by the said lessor. . . . [3]

[1] Some employers (*supra*, p. 60) feel that a low rental is still partly in lieu of wages.

[2] Graniteville Manufacturing Co. *v.* Renew, 102 S. E. 18 (1920).

[3] *Evidence, Logan*, p. 463/1.

The first is the far more complete renunciation of claim to possession. It is evidently written after the *Wilhelmina* v. *Young* case in the Circuit Court of Mingo County in 1921.[1] All possible loop-holes have been stopped up. For example, Young claimed that the company had urged him to cultivate a garden. This, he said, constituted a claim to possession. This contract now specifies:

That said lessee agrees that in the event he should be allowed to cultivate a garden upon said premises, that said fact shall in no wise affect the tenancy in said house created by this contract.

Even under the less detailed type of contract eviction has been sustained. This was decided in 1892 in West Virginia on a lease which specified termination "whenever the said lessee from any cause ceases to work for said company". In this case "in the face of an admission that he (the employee) had voluntarily ceased to work for the company, thereby violating the express stipulation of the lease, it is immaterial whether any notice to quit was given at all. . . ." [2]

In those cases in which the employee accepts rent as part of his remuneration, the position seems clear. He has no better claim to his house than to a continuation of his wage. When he pays rent, the situation seems to change. But does it? As we have seen, the employer builds the house because there are no other houses available for his employees. The house is really a tool of production. It is as necessary to mine operation as the cutting machine which the man uses. Even if the rent is at a market rate and therefor not partly a wage in kind, the situation is hardly changed. The protection given by law to the tenant is

[1] Not reported. See Lane, pp. 47 *et seq.*, for an account.

[2] Hackett *v.* Marmet Co., 8 U. S. App. 149 (1892).

against his landlord, a person with whom his legal relations only necessarily involve the right to the use of a house. Here the relationship is different. Any law which might be enacted would be not only a protection in his capacity as tenant but also in his capacity as employee.

There are two conditions under which a general law protecting the employee as tenant must operate. In the first of these the employee leaves voluntarily. He may go to another mine or he may strike. In the second case he has been discharged with or without cause.

Let us now examine the first of these conditions. We will assume two mines, A and B. Mine B is engaged in enlarging its labor force to meet a temporary increase in its sales market. A bonus is offered to the men at Mine A who leave the mine but continue, as tenants subject to thirty days' notice and in practice forty-five days',[1] to live in the houses at A. The laboring force at A is reduced below normal and no new men can be brought in because there is no housing accommodation. Such a condition is obviously undesirable.

But the man may leave voluntarily because of a strike, as did the Michigan sub-station man. As the law functions in this case there is no hope for the employer to operate his plant during a strike. The employment of strike-breakers does present a social problem. It is this which is "almost without exception" the cause of violence in industrial disputes.[2] We must also remember the rigidity of the law. What constitutes a strike? The bituminous coal strike of 1919 was "called off" by John L. Lewis on November 11. For the next four weeks the Central Competitive Field was

[1] In West Virginia the law specifies 30 days' notice from the next date that rent is paid. Rent is checked out of the pay-envelope. The minimum notice is, therefore, 30 days'; the maximum, 45.

[2] *Final Report of Commission on Industrial Relations,* 1915, Washington, D. C., p. 142.

shut down almost completely. Were these men striking? Such difficulties, added to the fact that a law in effect prohibiting the employment of strike-breakers [1] would be as unjust and unwise as is the enjoining of picketing, make a law of this type out of the question.

The law might, however, deal only with cases of discharge or lockout. It is conceivable that the courts might regard the housing of miners as vested with a public interest. Under such an interpretation the law could be held constitutional and leases made in the future waiving rights granted by the law might be regarded as contrary to public policy and void. Such a law would afford the worker much needed protection in his security of job. But it is improbable that without constitutional amendment such a law could include cases of dismissal both with and without cause. Again, remember the rigidity of law and the flexibility of the term "cause". Certainly if there is any extra-legal method of adjustment it is better than recourse to the courts.[2]

There is an extra-legal method. The union contract deals with hiring and firing. Theoretically the employer is recognized as having absolute control. It is merely provided that there be no discrimination against a union man for his union activities. Practically this introduces as effective [3] a bar against summary dismissal as the law which

[1] Such a law would undoubtedly be held unconstitutional by courts with the present judicial background. Perhaps Justice Taft would paraphrase his recent decision: "There can be no such thing as violent strike-breaking!"

[2] Consider the effectiveness of extra-legal methods of dealing with company stores. See the chapter above.

[3] William Wiley, an operator of Sharpless, W. Va., testified that he had absolutely no control over his lessees. By virtue of the union agreement, they enjoyed the most absolute security of tenure. (*Senate Investigation*, vol. ii, pp. 986-987.) For an extreme example, see below, p. 161.

would merely specify that no employer should dispossess an employee on less than thirty days' notice unless the employee leave his employ voluntarily or be discharged for cause.

There are other elements besides housing in this "feudal" control. Before progressing with the study, we find one very enlightening remark in the government bulletin on housing. In the coal fields near Pittsburg it was found that men would travel five or six miles a day rather than live in a mining camp. Where there are absolutely no recreational facilities, the men become drifters.[1] This statement largely explains welfare work. Philip Murray says: "The houses are practically all company houses. The stores and amusement places are also company-owned. Frequently the companies build the churches and the schoolhouses and supplement or pay in full the salaries of the preachers and teachers. The Y. M. C. A. buildings are built and owned by the company and the secretary is usually one of its employees." [2] This is often true, but Mr. Murray does not ask why. He merely says this "is not the environment that develops self-respecting and responsible citizens" [3]

So far as I am aware, no evidence has ever been brought forward to show that the initiative in these community problems is taken by the miners themselves. There is no reason to suppose that it would be. The miner does not continue long in one mine. There is some evidence to indicate that the operators are no more paternalistic and dominant than the situation requires. The Pond Creek Coal Co.,[4] employing about 1100 men, has a Y. M. C. A. equipped

[1] Bul. 263, p. 242.

[2] *Senate Investigation,* 1921, vol. ii, p. 655.

[3] *Ibid.*, p. 655.

[4] This is now the Fordson Coal Co. H. M. Ernst writes to me under date of March 10, 1923, that the two Y. M. C. A's. are practically self-

for motion pictures, pool and bowling. There is a paid secretary. But so far as the company is concerned, its only contribution is the building. Costs of operation and the secretary's salary are paid by the men.

The aid to schools is somewhat similar in nature to other welfare work. The workers with whom I spoke were sincerely interested in the education of their children. One negro woman came up to me on my visit to the Lick Creek tent colony and, mistaking me for a representative of the union, asked whether or not this year there could be a school for the children as "two winters is such a lot to lose". If, therefore, a school system is an inducement to the worker to remain with the company, it becomes to the selfish interest of the company to maintain a good school. If the company now gives money to improve the educational system, it may well ask that the money be wisely expended.

The companies have undoubtedly made rather large expenditures for schools. The State Superintendent reports in 1920 that "one of the big factors affecting the present school situation is the problem of securing convenient and desirable homes for teachers. The teacherage promises the best solution in many communities." [1] Such a house was established by the Consolidation Coal Co. at Kayford, Kanawha County. It contains six rooms and bath, is lighted by electricity, and rents for $15 a month. Four teachers share this house.

The more usual form of expenditure is either a supplement to teachers' salaries or school construction. This

sustaining. This last year one was able to finance a Lyceum course. The secretary is furnished by the State and National Y. M. C. A. organizations. The executive board is composed of five to seven members who are employees or local ctizens. This board is appointed by the secretary as the active membership is too small under the provisions of the national organization to hold an election.

[1] *Biennial Report of State Superintendent of Free Schools of West Virginia*, 1920, p. 16.

supplementary salary takes two forms: either it is intended to secure a better grade of teacher or to keep the schools open a longer period. In Logan the Stone Branch Coal Co. offered $15 a month in addition to the county salary. The Guyandote Coal Co. offered the difference between $75 and $90 a month.[1] This is in a school district where 50 per cent of the teachers were receiving $60 a month, and 40 per cent were receiving $45.[2] The attempt was to attract a better grade of teacher. Again in the Logan district of Logan County the Main Island Creek Coal Co. gave a supplement of $1375 to the county salary of $1125 for a principal of the Omar schools.[3] The Island Creek Coal Co. has extended the usual six months term to nine months by paying $4360.50 in teachers' salaries. It also supplies janitor service, repairs, and has installed a septic closet in each outhouse.[4]

Similarly the operators have aided in school construction. Mr. E. F. Scraggs, Superintendent of Schools in Logan County, says: "The financial circumstances of the boards up there (Logan) sometimes prevents them from building school houses, and the coal companies at a number of places have built these school houses, and it cost them from $7000 down to $5000 and up to $8000, and they are waiting on the Board until the Board is financially able to reimburse them." [5]

Again, in medical inspection the companies are rendering aid. In the Triadelphia district of Logan County with 1900 school children this inspection is furnished by the company doctor and includes 75 per cent of the schools.

[1] *Evidence, Logan,* p. 226.

[2] *Ibid.*, p. 236. Scraggs, Exhibit No. 4.

[3] *Ibid.*, p. 227.

[4] *Ibid.*, p. 456.

[5] *Ibid.*, p. 233.

So also in the Logan district "a lot of medical inspection is being looked after in the schools by company physicians." The cost of this inspection to the county would be about $2700 for 5000 pupils.[1]

All this undoubtedly results in placing the school authorities and indirectly the county authorities under certain obligations to the coal companies. The system of privately supported education was attacked in the Final Report of the Commission on Industrial Relations in 1915, with particular reference to the large endowments such as the Rockefeller Foundation. Through the foundations a small group of men are coming to dominate "the education and 'social service' of the Nation."[2] These funds have resulted largely from "the exploitation of American workers through the payment of low wages or . . . . the exploitation of the American public through the exaction of high prices. The funds, therefore, by every right, belong to the American people."[3] Subject to no political control, these foundations constitute "a menace to national welfare"[4]—particularly with reference to work in the field of industrial relations and by indirect pressure on education.

In Logan this danger exists. The charge of I. G. Williams was never fully substantiated, but it sounds plausible. Williams[5] had been a mine foreman. He was discharged for union sympathies and, all according to his testimony, was blacklisted. When he was unable to find work about the mines, the citizens of Big Creek petitioned him to teach school. He went to Mr. Scraggs, who promised to recommend him for a "one grade", and made application for an

[1] *Evidence, Logan,* pp. 234-236.

[2] *Op. cit.*, p. 118.

[3] *Ibid.*, p. 119.

[4] *Ibid.*, p. 121.

[5] *Evidence Logan,* pp. 553-555.

emergency certificate. After teaching for several weeks he was notified that the application for an emergency certificate was refused. The reason, so he was told by Ed. Chapman, member of the Board of Education, was that one of the deputy sheriffs, George Chafin, had said: ". . . you must not give him the school. Why? Because he is a union sympathizer. We are going to run him out of this county. He can't get a job anywhere. You give him that and he will be here six long months." Scraggs had been examined earlier and Ed. Chapman never was questioned. The chief clerk in the office of Mr. Shawkey, Superintendent of Schools for the State, testified that the reason for the refusal was that Scraggs had written a letter saying that "there is some question that has been brought up as to his high school education, or its equivalent, and at the present time I am not prepared to say as to whether I shall recommend him or not." [1] Be the facts of this case what they may, it seems highly probable that such a situation might develop in a county where the authorities are greatly indebted to private donors—after all one particular teacher is not worth several thousand dollars.[2]

If we examine the standing of the schools in West Virginia and in Mingo and Logan counties in particular, we may understand the desire of the operators to exercise some degree of control over expenditure. The schools of West Virginia rank 38 in the United States. Within the state, in comparison of counties, Logan and Mingo rank 25 and 26 respectively.[3] Under these circumstances a man invest-

[1] *Evidence, Logan,* p. 595.

[2] The Portsmouth-Solvay Co. in the Williamson field has increased the $75 county salary to $150 and $130. Where this expenditure is made by the companies, the companies are allowed to appoint the teacher. (*Senate Invest.*, 1921, vol. i, p. 298.)

[3] *Report of State Supt. of Free Schools,* 1920, pp. 34-35.

These rankings are made in studies quoted as authoritative. The best state or county school system is ranked as 1. The method of determining the order of merit is not discussed.

ing several thousand dollars in education may well ask that it be expended in more satisfactory manner or in such a way as will raise the general standard.[1]

[1] The right of the operator to control this expenditure must be admitted if the expenditure is voluntary and necessary. These conditions would not be met if the county is poor because property has gone untaxed. The law of West Virginia provides that all property shall be assessed "at the price for which such property would sell if voluntarily offered for sale by the owner thereof, upon such terms as such property, the value of which is sought to be ascertained, is usually sold, and not the price which might be realized if such property was sold at forced sale." (*West Virginia Code*, 1918, ch. 29, sec. 12, Barnes edition.) Both the law and the instructions to assessors follow closely the recommendations of the National Tax Association. (*Cf., Proceedings of the Seventh National Conference of the Natl. Tax Ass.*, 1913, pp. 387-391.)

The tax rate is slightly lower for the non-union counties of Mingo and Logan than it is in Kanawha where the schools rank 8th in the state (Table below). There have been charges made that property is under-assessed. Samuel B. Montgomery in his campaign for the governorship in 1920 made this charge. The superintendent of schools, Mr. Shawkey, says: ". . . assessing bodies are either kind or foolish. In Barbour County they assessed at $75 an acre land that sold at $765 and charged the difference to the boys and girls. Fair assessment of the property of the state with some intelligent effort to find who has property would make schools possible that would not disgrace us." (*Supt. of Schools, op. cit.*, 1920, p. 32.)

Year	Tax Rate in County *		
	Logan	Mingo	Kanawha
1904	1.505	3.095	2.465
1906	1.560	.925	.715
1908	.706	.964	1.068
1910	.787	.822	1.133
1912	.839	.977	1.068
1914	.940	1.304	1.309
1916	1.165	1.419	1.531
1918	1.350	1.202	1.920
1919	2.408	1.696	2.512

**Report of State Tax Commissioner of W. Va.*, 1919-20, pp. 416, 419, 425.

Another evidence of "feudal control" is in the matter of medical treatment. The usual procedure is for every company to deduct a certain fixed amount per month for the doctor and in some instances for the hospital. The Island Creek Coal Co. deducts $1 a month for a married man and 50 cents a month for a single man for the doctor, and 25 cents for the hospital. For a married man this amounts to $15 a year and entitles him to "free treatment for himself, or any member of his family, in any sickness, with the exception of some venereal diseases." [1] The Lundale Coal Co. charges 75 cents for single men and $1.25 for married, with free hospital treatment. Here "it is optional with the men whether they contribute these amounts" —a rather unusual procedure. The loss to this company for eight months of 1919 on the hospital was $3774.68.[2]

The institution of a company doctor has not met with the approval of the union, although it exists in union mines. In 1917 a bill was introduced in the House of the West Virginia legislature "To secure to laborers, employees and other inhabitants of this state the right to medical or other treatment of their own choice". This bill was referred to the Committee on Medicine and Sanitation and never came out.[3] In 1918 Local 2968, located at Winden, introduced a resolution in the State Federation of Labor convention: "That no coal company . . . shall dictate who the family physician of the workers shall be, and that money shall not

But on the whole the evidence is not yet available for one not thoroughly conversant with the local situation and particularly with the coal industry to pass judgment on the sufficiency of the tax rate and assessments. From the information now available we must say that the expenditures for schools are being made in good faith as a business investment.

[1] *Evidence Logan*, pp. 451-455.

[2] *Ibid.*, pp. 279-281.

[3] *Journal of House of Delegates*, W. Va., 1917, p. lxix, H. B. 193.

be withheld from any employee to pay any company physician not engaged by said employee." [1] The union demanded in the scale convention of 1914: "That we reserve the right to hire and discharge the physician, and permission given the physican to have an office on company premises, and that his pay be checked off through the office." [2]

Dr. Walter E. Vest, a physician of good standing in Huntington, W. Va., told me that the great evil of the company doctor is "farming". A doctor, either through personal friendship or political pull, secures charge of many more camps than he can control. In theory he acts as consultant, but in fact the camps may be a hundred miles apart. The practice is carried on by young men just out of school or old men who are on the decline. Dr. Vest pointed out that no good man can afford to go in permanently for ordinary camp practice because of the danger of falling into a rut. He cannot keep abreast of the times.

Under this condition the doctor must be either a state doctor, a company doctor or one elected by the men. Although the state doctor may be preferable to the company doctor, West Virginia is many years from any such system. In truth the men themselves don't appear to consider this possibility. If the doctor is appointed by the men, Dr. Vest feels that politics would enter to an even larger extent than under the present system.[3]

From this survey of the field of company paternalism two phases appear to be objectionable. There is an element of control over the educational system that is far from satisfactory. Education is a public function and it should particularly not be vested in a private body that de-

[1] *Proceedings of Annual Convention*, West Virginia State Federation of Labor, 1918, p. 54.

[2] *Board of Conciliation*, 1914, vol. i, p. 12.

[3] *Ibid.*, p. 12. The operators advance a similar argument.

sires to advance certain doctrines. But there are certain educational fundamentals that are not doctrinaire. Two times two has so little to do with profits that it will equal four in a school for socialism or for capitalism. The art of reading and writing — not, of course, what to read or write—is the same for all men of the same language. If only these fundamentals are taught, the worker has gained somewhat. Before we may condemn the operator for his voluntary contributions and the subsequent supervision of their expenditure, somebody must obtain an expert study of the taxing system and its functioning in West Virginia. To-day we have scattered evidence of the inadequacy of the assessment rate. We may infer from other investigations that the coal lands are probably too lightly taxed. The first step is not to condemn a practice on the basis of this "hunch", but to verify it. It is work for a specialist—work that has not yet been done.

The second matter does not require further facts. But the solution of the problem will vary on account of prejudice and circumstances. We can state the problem clearly, but every man will give his own answer. To the operator in non-union fields the company-owned house, to use a technical expression, yields three usances. In one capacity it enables him to secure a labor force by furnishing the men shelter. In the second, it may return him a profit on a capital investment. In the third, his control over tenants gives him power to exclude, or make additionally difficult the entrance of the union. The problem arises with this third use of the house.

It rests on two legal sanctions. The first of these is against trespassers. It enables the operator to keep out disorderly houses and liquor and also union organizers. Functions such as the first two may be with at least equal propriety vested in the community. It is difficult to see,

therefore, why this particular legal sanction should not be removed.

The second sanction is that which allows eviction with the termination of the relationship of employer and employee. It is particularly useful in the event of threatened organization of the field. As was pointed out at some length above, a change of the law will entail hardship for the operator. But with considerable justice we may contend that this right is of greatest use in union disturbances. The hardship on the worker is greater in these times than that under the changed law would be on the operator in times other than those of industrial unrest. Furthermore, society at large does not approve of refusing to deal at all with the union; and although it would accord the operator protection against union aggression, this extreme use of the second legal sanction constitutes a breach of trust.

But the qualification made in the introduction with regard to personal liberty as a cause or condition demanding the introduction of the union applies here. It is not correct to say that company housing keeps out the union; therefore the union must come in to abolish this control. The sequence is the reverse. The union must come in. Company housing keeps it out. Therefore certain phases of company housing must go. If one is convinced of the first proposition and the union is still excluded, then he may reluctantly seek to change the law, choosing the lesser of two evils.

In the light of facts now available the indignation of Philip Murray and Winthrop Lane, indeed of liberal opinion generally, is not justified. The paternalism of the coal camp is an industrial phenomenon. It is forced on the operator largely through the isolation of mining camps. In many cases, specifically medical treatment, the construction of recreational centers, work in the schools, the activities of the operator are commendable, and the absence of such

conditions is regarded as lamentable by these same people when they merely discuss the facilities of camps and camp life. The company-owned house is an absolute necessity. It is found in all coal fields, union and non-union. For an employee to be forced to find shelter for himself would be a tremendous hardship and would bind him irrevocably to the locality. Private enterprise, if our figures are correct, could not supply housing so cheaply. There seem to be two other possibilities: housing supplied by government or by the union. Perhaps here lies the constructive suggestion of the critics of the housing of miners. If so, let them at least intimate their purpose. So far they have merely said with horror that such conditions have "never been approached since the times of the feudal baron".

CHAPTER VI

Improvements in the Miners' Conditions

Although it appears to be true that conditions at any given time are approximately the same in union as in non-union fields, it would be altogether erroneous to leave the impression that over a period of years conditions have not improved in the industry. As will be shown in subsequent chapters, this improvement is attributable solely to the growing strength of the miners' organization.

Consider, for example, the matter of housing. It will be recalled that we concluded that improvement was to be found in new fields as contrasted with old, rather than union with non-union. With the passage of time there has been a betterment. To quote again the words of the Pennsylvania operator: "The time is gone when we may pack foreigners in boxes for houses." It is legitimate to ask why that time has gone. The most probable answer is that the standard of life of workers generally or coal miners specifically has changed. The effectiveness of the miners' demands is measured by their ability to leave the industry or particular field to go to better conditions. Housing in non-union fields has undoubtedly made considerable advances for the sole purpose of combatting the union. Although it cannot be said that the operators have made a direct concession to the union, it must be admitted that the strength of the union is the cause of the improvement.

Working hours have been reduced. (Table 5.) The eight-hour day has become almost the universal rule. It has been adopted in non-union as well as union fields. Over-

TABLE 5

HOURS IN FULL-TIME WORKING DAY [1]

Year	Number of Men Working			
	8 hours	9 hours	10 hours	All others
1903	214,968	65,409	101,189	3,166
1904	262,591	58,061	101,986	1,620
1905	252,673	56,401	104,855	45,640
1906	291,452	62,556	108,800	14,799
1907	303,232	54,948	115,775	38,397
1908	314,756	55,278	125,998	19,489
1909 [2]	. . .	. . .	. . .	. . .
1910	327,986	59,756	140,627	26,745
1911	330,045	57,351	137,601	24,191
1912	321,982	60,015	141,107	25,006
1913	347,018	85,267	127,847	11,150
1914	344,814	87,357	135,876	15,014
1915	325,308	92,838	127,268	11,603
1916	316,133	93,619	129,283	21,527
1917	429,096	68,313	45,758	59,644
1918	529,339	39,304	15,609	30,538

time is somewhat more common in non-union fields, although in neither type of field is punitive overtime paid. But although the eight-hour day is almost universal, it is a typically union phenomenon. The change can be traced in Wyoming in 1907 when this region was organized. (Table 6.) In almost every issue of the "Mineral Resources" is the statement that in well-organized districts the eight-hour day is universal and that the nine and ten-hour day are characteristic of the non-union or "open shop" field.[3] This

[1] Figures compiled from Annual Reports of the U. S. Geological Survey, *Mineral Resources*. No statistics of hours are given for years earlier than 1903. Expressed as percentages the figures in the table show that 55.8% of the men worked an eight-hour day in 1903; 59.1% in 1910; and 86.1% in 1918.

[2] Data not available.

[3] *Cf. ibid.*, 1912, pt. ii, p. 50; 1914, pt. ii, pp. 617-618.

TABLE 6

NUMBER OF MEN WORKING AND FULL-TIME WORKING DAY [1]

Year	8 hours	9 hours	10 hours	All others
1906	8	25	5,500	401
1907	6,382	197	. .	66

can be very clearly seen in an examination of the distribution among states of the nine and ten-hour men. (Table 7.)

TABLE 7

NUMBER OF MEN WORKING 9 AND 10 HOUR FULL-TIME DAY,[2] 1917

State	9 hours	10 hours
Alabama	1,900	20,766
Kentucky	5,488	3,833
Pennsylvania	27,293	6,135
Virginia	1,141	4,160
West Virginia	25,552	7,126
All others	6,939	3,738
Total	68,313	45,758

It will be seen that the overwhelming majority of cases are found in the states which contain strong non-union fields.

The gross abuses of the company store have become, so far as we can determine, a matter of history. The favoritism and tyranny of the petty boss have been minimized. Pay days are more frequent. The old five and six weeks' interval is gone and the worker is now paid every two weeks. The disheartening "bob-tailed" check — that discouraging

[1] U. S. G. S., *Mineral Resources*, 1907, pt. ii, pp. 44-45.

[2] *Ibid.*, 1918, pt. ii, p. 722. The states named are those in which large non-union fields are found.

statement that a man's advances have exactly equalled his earnings—is becoming more rare. In much of this we can trace the direct influence of the union.

The miner's safety has received consideration by the legislatures of every coal-mining state. In almost all states a bureau or department of mines is maintained with an executive and a corps of mine inspectors. These inspectors are required to make periodic and emergency examinations of the mines as regards ventilation, drainage and general safety. The amount of air and the method of ventilation are specified by law. Child labor is regulated and female labor is prohibited. In mines known or suspected of liberating dangerous gases a fire boss must be employed to test the mine before the shift is allowed to enter.

It is difficult to evaluate the relative influence of the miners' unions and public opinion on legislation. Certain abuses were so outrageous, the results so dramatically tragic that no public could remain indifferent forever. The earliest legislation in England was the result of agitation that arose before the miners had become an articulate body. Some of it, the freeing of the Scotch colliers from serfdom in 1799, for example, has a less humanitarian motive than might be imagined.[1] At a time when freedom and the dissolution of the feudal system were the hue and cry of Europe, it might well be thought that the life bondage of a man to the land might be decried, a bondage so complete that on the birth of a child the collier received a fee from his master for the increase of the latter's "live-stock". But such was not the case. The coal masters were short-handed. The old system failed to work. They themselves urged the grant of freedom.

[1] Bald, Robert, *A General View of the Coal Trade of Scotland*, Edinburgh, 1812, p. 73.

Other legislation, however, was humanitarian. The condition of women in the coal mines[1] was such that public opinion, after decades of agitation, forced a change. Women did the work of horses and dogs. Half naked, black and sweating, they crawled through the low tunnels on hands and knees dragging coal to the surface. Staggering under as much as 170 pounds—in one case, 300—carrying a lighted candle in their teeth, they toiled up a slope for 150 yards and then climbed a long spiral stair. Some of them repeated this twenty-four times a day. And yet, so mild were the early reformers, they demanded only that this labor be prohibited at once to married women and that the period of readjustment be made as easy as possible by allowing the buxom unmarried girl to continue, for she may labor thus and remain light-hearted, gay and strong. Eventually by the Regulation of the Mines Act of 1842 women, and children less than twelve years of age, were prohibited from such labor.

In the face of such a history — an agitation of at least thirty years to reform the most degrading and sentimentally revolting condition — we may well believe that the clause which has appeared in content in the constitution of every miners' union from 1849 to date

> To secure by legislative enactment laws protecting the limbs, lives and health of our members . . . . and such other legislation as will be beneficial to the members of our craft.[2]

[1] *Cf. ibid.*, pp. 127-145, particularly pp. 131-134. *A Treatise on the Coal Trade with Strictures on its Abuses* (Robert Edington, London, 1813) does not even mention these things. It is wholly concerned with the high price of coal due to combinations and corrupt officials. His only mention of workers and their troubles is (p. 158) in connection with the sad plight of London coal-heavers who receive low wages and are forced to surrender a large part of these to petty tyrants of the trade.

[2] *Constitution of U. M. W. of A.*, 1920, article ii, sec. 8, Indianapolis.

has had much to do with the legal improvement of conditions.

This is further attested by our knowledge of the fickleness of public interest. It is "news" to have men trapped below ground by a fire—until they are brought forth dead. It is "news" when gas explodes in a coal mine, killing scores or hundreds—until we have seen the picture in our paper of the blanketed corpse being carried past the destitute widow who stands in the rain with a shawl over her head. But it requires more than such a morbid sentimentality to change this condition. This "more" is some such body of personally interested men as the organized miners. For them, if such an accident is "news", its news value ceases only when the years have worked a readjustment in the lives of all those affected. There is equal news in the falls of slate that kill their hundreds one by one; in the unprotected wire that electrocutes quickly, quietly; in the faulty brake that allows a cargo of human freight to crash down an incline to death. Although we cannot say that the public has not been stirred occasionally to action, we must grant much credit to the miners for the enactment—and no less important, the enforcement—of legislation.

There has, of course, been a nominal increase in miners' wages in the last twenty years. It would seem that there has also been a real increase. Just as the data presented in the earlier chapter on wages have serious limitations, so when we try to discover improvement in the miner's lot over a period of years the paucity of the data is a stumbling block.

The reader will remember that there are three methods of presenting wages and earnings. One may deal with maximum earnings, the amounts earned by either exceptionally qualified or fortunate individuals; with wage rates; or with average annual earnings of large numbers. Of

TABLE 8

YEAR OR PERIOD OF AGREEMENT, GROSS-TONNAGE RATES, AND INDEX NUMBERS BASED ON GROSS-TONNAGE RATES OF PICK MINERS IN HOCKING VALLEY DISTRICT OF OHIO

[1902 = 100.]

Year or period of agreement	Gross-tonnage rate Hocking Valley district for run of mine	Index numbers
Apr. 1, 1902, to Mar. 31, 1903 . .	$0.5200	100.00
Apr. 1, 1903, to Mar. 31, 1904 . .	.5850	112.50
Apr. 1, 1904, to Mar. 31, 1905 . .	.5525	106.25
Apr. 1, 1905, to Mar. 31, 1906 . .	.5525	106.25
Apr. 1, 1906, to Mar. 31, 1907 . .	.5850	112.50
Apr. 1, 1907, to Mar. 31, 1908 . .	.5850	112.50
Apr. 1, 1908, to Mar. 31, 1909 .	.5850	112.50
Apr. 1, 1909, to Mar. 31, 1910 . .	.5850	112.50
Apr. 1, 1910, to Mar. 31, 1911 . .	.6175	118.75
Apr. 1, 1911, to Mar. 31, 1912 . .	.6175	118.75
Apr. 1, 1912, to Mar. 31, 1913 . .	.6500	125.00
Apr. 1, 1913, to July 15, 1914 . .	.6500	125.00
July 15, 1914, to Mar. 31, 1915. .	.6760	130.00
Apr. 1, 1915, to Mar. 31, 1916 . .	.6760	130.00
Apr. 1, 1916, to Apr. 16, 1917 . .	.6764	130.08
Apr. 16, 1917, to Oct. 29, 1917 . .	.7764	149.31
Oct. 29, 1917, to Mar. 31, 1918. .	.8764	168.54
Apr. 1, 1918, to November, 1919. .	.8764	168.54
November, 1919, to Mar. 31, 1920.	.9991	192.13
April, 1920.	1.1164	214.69

these the last is the most valuable method; the first, the least.

However, the astounding differences in earnings that seem large to the operators are suggestive. Consider the contrast between Evans' statement in 1906 [1] and Olmsted's testimony in 1921.[2] In 1906 "a good man . . . who is able and willing to work" can make $5 a day. For the six months including March, 1906, the earnings cited are $513,

[1] *Supra*, pp. 23-24.

[2] *Supra*, pp. 24-25.

$597, $456 and $571.[1] Although the operators protest that these are merely the earnings of "good men", they are undoubtedly exceptional if the figures in Table 11 are valid. In 1921 the extreme cases are $763, $658 and $561 for one month. The wage rate for day labor was more than the earnings of the best workmen in 1906.

Accepting this testimony merely as an indicator, pass to the wage rate. Hocking Valley is the basing district in wage adjustments: i. e., the precedent is set by the convention that determines this wage scale. The district conventions apply this change to the local scale. The rates are given by the Bureau of Labor Statistics.[2] (Table 8.) We find, as would be expected since Hocking Valley is the basing district, a similar advance in the Kanawha district of West Virginia. (Table 9.) The operators' association

TABLE 9

NET TONNAGE RATE[3] FOR PICK-MINING IN COALBURG SEAM, KANAWHA COUNTY, WEST VIRGINIA, 1903 TO 1922

[1903 = 100.]

Period of agreement	Rate per net ton	Index numbers
April 1, 1903–Mar. 31, 1904 . . .	$0.52	100.
April 1, 1904–Mar. 31, 1906 . . .	.49	94.23
April 1, 1906–Mar. 31, 1908 . . .	.52	100.00
April 1, 1908–Mar. 31, 1910 . . .	.52	100.00
April 1, 1910–Mar. 31, 1912 . . .	.55	105.77
April 1, 1912–Mar. 31, 1914 . . .	.56½	108.65
April 1, 1914–Mar. 31, 1917 . . .	.56½	108.65
April 1, 1917–July 1, 1918	.63	121.15
July 1, 1918–Dec. 31, 1918. . . .	.68	130.77
July 27, 1920–Mar. 31, 1922 . . .	1.02	196.15

[1] *Joint Conference, Dist. 17*, 1906, p. 55.

[2] U. S. Bureau of Labor Statistics, Bul. 279, *Hours and Earnings in Anthracite and Bituminous Coal Mining*, 1919, p. 13.

[3] Compiled from chart of wage scales for all classes of labor issued by Kanawha Operators' Association.

gives no rate back of 1903. (Assuming the same relation between 1902 and 1903 in the two fields, the final Kanawha rate becomes 220.67, a figure more nearly comparable to the final Hocking Valley index.)

But wage rates are misleading. They neglect the influence of the number of days worked. The extreme importance of the regularity of employment can be seen from Louis Bloch's *Coal Miners' Insecurity*. (Table 10.) The earnings in the four states vary from $782 to $988, the

TABLE 10

RELATIONSHIP OF DAYS WORKED AND ANNUAL EARNINGS IN THE CENTRAL COMPETITIVE FIELD [1]

State	Average Earnings 1913–18	Average Days Worked	Average Earnings Per Day Worked
West. Pennsylvania .	$988	232	$4.258
Illinois	865	201	4.303
Indiana	860	199	4.322
Ohio	782	181	4.320

latter being 26 per cent greater. The earnings per day are almost constant, and what variation does occur is with a negative relationship to annual earnings: i. e., the men earning more per day are earning less per year.[2] What the men are primarily interested in, therefore, are annual earnings figures.

These unfortunately are not available in complete form for the country. There have been discontinuous investiga-

[1] *Op. cit.*, p. 34. Computed from data in table 9.

[2] It must not be assumed that there is any proof of the beneficence of low wages. It is more likely to prove that men working with greater irregularity do harder work when they have the chance.

tions.[1] Not wholly conclusive, but better for our purposes, are figures by the West Virginia Department of Mines. (Table 11.) These give the average annual earnings of

TABLE 11

AVERAGE YEARLY EARNINGS OF PICK MINERS IN WEST VIRGINIA AND RETAIL PRICE OF FOOD IN UNITED STATES (1897-1918)

(1903 = 100.)

Year	Average[2] Earnings	Relative Earnings	Relative[3] Retail Prices
1897	$275.58	55.2	84.3
1898	316.39	63.4	86.9
1899	367.84	73.7	87.9
1900	451.77	90.5	89.8
1901	459.56	92.1	94.6
1902	533.56	106.9	99.9
1903	499.06	100.0	100.0
1904	484.96	97.2	101.3
1905	508.01	101 8	101.5
1906	599.37	121.1	104.9
1907	643.05	128.9	109.8
1908	503.84	101.0	113.4
1909	481.17	96.4	119.6
1910	573.94	115.0	125.6
1911	570.48	114.3	124.7
1912	618.52	123.9	134.4
1913	737.62	147.8	135.7
1914	726.67	145.6	138.2
1915	632.16	126.7	136.4
1916	883.48	177.0	154.8
1917	1137.81	228.0	203.5
1918	1335.36	267.6	232.4

[1] For these figures and references see *The Case for the Bituminous Coal Miners,* 1920, pp. 17-19. The references are to Bureau of Labor figures for 1902, Immigration Commission figures for 1907-08, United Mine Workers' figures for 1913 and operators' figures for 1919. There are also investigations by the U. S. Bureau of Labor Statistics for 1919, 1921 and 1922.

[2] *Report of West Virginia Department of Mines,* 1918, p. 237.

[3] *American Economic Review,* vol. xi, no. 3, Sept., 1921, Paul Douglas, "The Movement of Real Wages, 1890-1918," p. 420.

pick-miners in West Virginia from 1897 to 1918. They are compared in the table with Paul Douglas' index of retail food prices.[1] It will be seen that from 1897 to 1903 the improvement in earnings was far more rapid than the rise in the cost of living. Until 1907 earnings advanced more rapidly than food. Then came a slight relapse until 1913. But from 1913 to 1918 earnings again moved ahead.[2]

On the whole, therefore, we may say that the miner is better off in recent years than he was twenty or thirty years ago. He has been raised—perhaps more exactly, has raised himself—from the lowest plane of brute existence to a tolerable standard of decency. He has not gone as high as he feels he should. Some of his aspirations we shall examine later. The advance has been slow. It has been costly. He wages a perpetual fight to keep from reverting to the position from which he rose.

We may now pass to an examination of the forces at work that make him progress and that retard his progress. These forces lie in the nature of the industrial development. Their working can be traced through the history of coal mining.

[1] For a discussion of the adequacy of the retail price of food as an index of the cost of living see *op. cit.*, pp. 416-419. Douglas uses a base of 1890-1899. I have shifted this to 1903. My reason for choosing 1903 is to avoid an impression of enormous increase from 1903 to 1913 which reference to earlier years would give. The year 1903 was chosen also because this was the year of the introduction of the first continuous joint scale, which covered, it is true, only a small part of the state.

[2] Nothing can be deduced from these figures as to the adequacy of earnings. This is a question under consideration by the U. S. Coal Commission. Our point is gained if it seems probable that miners' real wages have increased since the union became a powerful force.

CHAPTER VII

Development of the Coal Industry and the Miner

From the point of view of this book there is little to be gained from a more intensive study of the organization of the coal industry than those which have already been made. This field has been treated by others with at least sufficient thoroughness to allow us to restate the facts. Our interest is not primarily in the organization or a remedy for its

TABLE 12

Average Annual Production and Estimated [1] Full Year Production of Bituminous Coal Mines in the United States from 1890 to 1919, by Five-year Periods [2]

	Average tons produced per year	Average days operated per year	Average tons per day	Possible tonnage at same rate per full year of 304 working days	Excess of full year over average annual production	
					Tons	Per cent
1890–1894 . .	120,653,153	211	571,816	173,832,064	53,178,911	44
1895–1899 . .	156,058,560	205	761,261	231,423,344	75,364,784	48
1900–1904 . .	251,954,028	223	1,129,839	343,471,056	91,517,028	36
1905–1909 . .	353,002,993	213	1,657,291	503,816,464	150,813,471	43
1910–1914 . .	434,852,490	216	2,013,206	612,014,624	177,162,134	41
1915–1919 . .	506,876,698	224	2,262,842	687,903,968	181,027,270	36

[1] *The Coal Miners' Insecurity*, Louis Bloch, Russell Sage Foundation, 1922, p. 18.

[2] Data for production and average days of operation for each year from United States Geological Survey, Coal in 1918, Part A, Production, pp. 711, 717; and subsequent publications of United States Geological Survey.

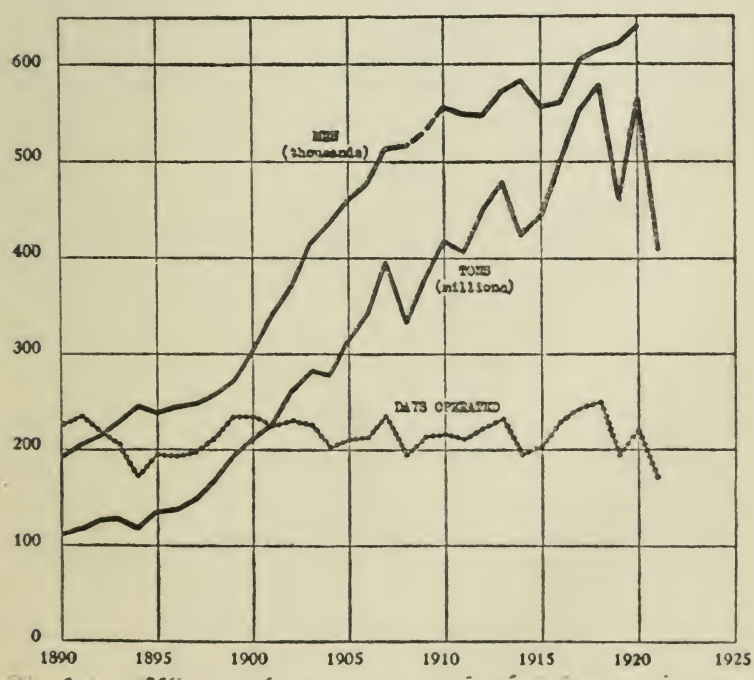
faults; but rather in how this development, which has been a constant feature of the industry for many years, affects the mine worker.

The characteristic of the coal industry is over-development. (Table 12.) Under a competitive system coal mines have been opened far in excess of the country's needs.

The coal industry, like all other basic industries of the country, has had a very large growth during the last fifty years. The annual tonnage has increased from an average

CHART I

MEN EMPLOYED, NET TONS MINED AND DAYS WORKED, 1890-1922



Miners employed, tonnage produced, and average number of days operated by the bituminous coal mines in the United State, 1890 to 1921, by years. Louis Bloch, *op. cit.*, p. 18.

during the years 1890-94 of 120,653,153 tons to an average of 506,876,698 tons in 1915-19. We reached the peak of production during the war when in 1918 579,000,000 tons of coal were shipped from the mines. Keeping pace with the growth of coal production has gone the number of men employed in the industry. Curiously enough the number of days worked remains relatively constant. (Chart I.)

It is at once evident that the total production rests on four factors: the mine capacity developed, the number of men employed, the productivity of the men, and the number of days worked. The first and second are closely related and, beyond certain limits, may be regarded as one. It is quite plain that increasing any one of these factors will increase the product. The daily productivity of the men has increased since 1890 from 2.56 tons per man employed to 3.78 tons. (Table 13.) This is due in large part, no doubt,

TABLE 13

AVERAGE PRODUCTIVITY OF MEN EMPLOYED IN COAL MINING,[1] 1890–1918

Year	Tons per day	Year	Tons per day
1890	2.56	1905	3.24
1891	2.57	1906	3.36
1892	2.72	1907	3.29
1893	2.73	1908	3.34
1894	2.84	1909	....
1895	2.90	1910	3.46
1896	2.94	1911	3.50
1897	3.04	1912	3.68
1898	3.09	1913	3.61
1899	3.05	1914	3.71
1900	2.98	1915	3.91
1901	2.94	1916	3.90
1902	3.06	1917	3.77
1903	3.02	1918	3.78
1904	3.15		

[1] U. S. G. S., *Mineral Resources,* 1918, pt. ii, p. 717.

to the increased use of machines. It is all the more marked when we consider that the normal working day has been gradually reduced from ten hours to eight hours. New mines are developed.[1] More men are brought into the industry. And yet the number of days worked remains singularly constant. This vast army of men is employed on an average of only 214 days out of a possible 304.

This peculiar condition is presented by the Russell Sage Foundation for Illinois.[2] (Table 14.) The impression

TABLE 14

AVERAGE AND RELATIVE NUMBER OF EMPLOYEES AND DAYS OF OPERATION FOR BITUMINOUS COAL MINES IN ILLINOIS FROM 1890 TO 1919, BY FIVE-YEAR PERIODS[3]

Period	Employee		Days of operation	
	Average	Relative	Average	Relative
1890–1894	33,610	100	186	100
1895–1899	36,251	108	173	93
1900–1904	46,825	139	182	98
1905–1909	66,400	198	178	96
1910–1914	78,197	233	166	89
1915–1919	82,937	247	169	91

[1] The number of mines in the country is not exactly known, the Census figure and the U. S. G. S. figures differing. This lack of information is particularly apparent when we attempt to go back over a series of years. The total number of mines, according to figures in *Mineral Resources,* U. S. G. S., has increased from about 5800 in 1910 to nearly 11,000 in 1918. More important, and probably more accurate, is the increase in first and second class mines, those producing over 100,000 tons annually, of which there were 1381 in 1910 producing 71.7 per cent of the total bituminous output, and 1750 in 1918 producing 71.1 per cent.

[2] Bloch, *op. cit.*, p. 21.

[3] Data from State of Illinois, Department of Mines and Minerals, *Annual Coal Report,* 1919, p. 100.

given is somewhat exaggerated, for not all sections of the country have faced a declining number of days production. But in Illinois the number of men employed has increased 247 per cent since 1890 and the number of days worked has fallen to 91 per cent. For the country as a whole there is the same tendency to increase capacity without increasing working time. (Table 15.) It is evident that the industry

TABLE 15[1]

AVERAGE AND RELATIVE NUMBER OF EMPLOYEES AND OF DAYS OF OPERATION FOR BITUMINOUS COAL MINES IN THE UNITED STATES FROM 1890 TO 1919, BY FIVE-YEAR PERIODS[2]

Period	Employee		Days of operation	
	Average	Relative	Average	Relative
1890–1894.....	217,174	100	211	100
1895–1899.....	251,739	116	205	97
1900–1904.....	373,655	172	223	106
1905–1909.....	492,144[3]	227	213	101
1910–1914.....	561,866	259	216	102
1915–1919.....	591,801	273	224	106

does not, by mere growth, tend to become more secure for the worker—or, for that matter, for the operator.

It would, of course, be incorrect to give the impression that in good years the number of days worked is the same as in poor years. From year to year the changes in production largely represent changes in the number of days worked. Correlating the deviations from a nine-year moving average one obtains the significant relationship, $r=.641$,

[1] Bloch, *op. cit.*, p. 21.

[2] Data from United States Geological Survey, Coal in 1918, Part A, Production, p. 717 and subsequent publications.

[3] Average for four years. Data for 1909 lacking.

between tonnage and days of work. It is also true that the number of men employed tends somewhat to adjust itself to the number of days worked. A year below the average tends to force some men out of the industry. A year of more than average employment will attract more men in the following year.[1]

These last facts give an explanation of the condition which the chart betrays. The ordinary ups and downs of year-to-year business are adjusted by changing the number of days worked. A poor year will drive workers into other industries. If the second year is one of real revival, the "short-handedness" of the mines will mean more than average employment. Men come back the next year [2] and force the days worked back toward the average. So it see-saws back and forth across a working year of a little more than 200 days.

Now comes the real growth in the demand for coal, the long-time trend that has raised production from 100,000,000 tons to 500,000,000 tons in thirty years. Part of this might be absorbed by increasing the operation of those mines now opened. But if there is anything at all in our figures, an operating year of much more than 200 days increases the potential labor force. Thus, although the trend growth may be partially absorbed by increased operation, this very fact "creates" a sufficient available labor force to operate new mines. The operator who sees any advantage in expanding his plant or driving a new mine may do so, so far as find-

[1] Correlating days worked and number of men employed, we find no relationship. What relationship exists is with a one-year lag: i.e., a bad season one year reduces the number of men in the industry the following year. (Normal correlation: $r = .106$. One year lag for whole series: r, .406.)

[2] It must not be thought that one year most accurately expresses this lag. If we had monthly figures, we could probably much more closely determine the relationship.

ing men to run it is concerned. But by this expansion he is taking up part of the excess demand and tending to bring the working year back to its average.

It is not here proposed to offer a solution for the ills of the coal industry. But the author wishes to protect himself against misunderstanding. He is fully aware of the fact that over-expansion is due to complicated causes, that it is not wholly due to competition. It would be disastrous to our economic life to say, without further plan, " Here is an over-developed industry. Let us monopolize it and reduce the operated plant to such a size that capacity operation will meet the country's annual needs. Then let us plan the growth to keep pace with the general trend."

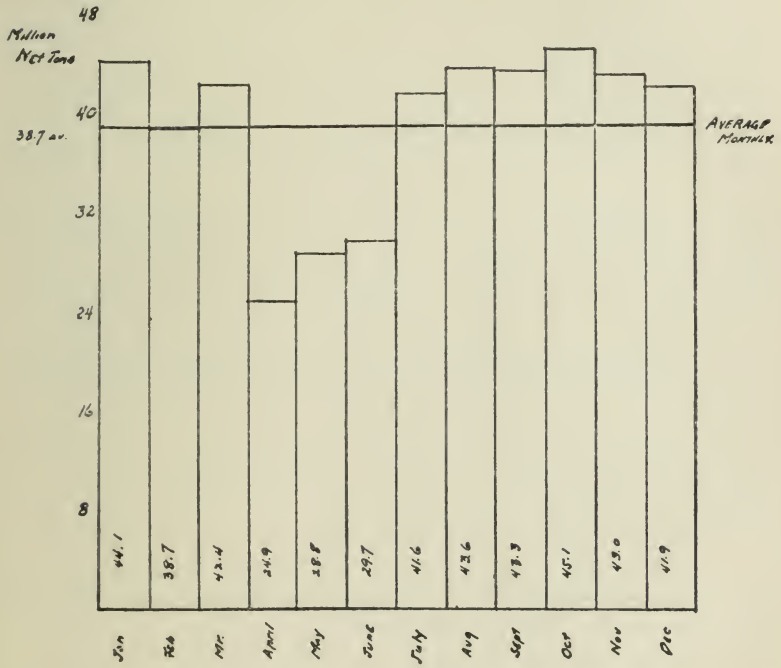
In the first place the normal demand cannot be represented by an annual figure. It is monthly capacity that must be considered. From 1913-18 the average production varied from 24.9 million tons in April to 45.1 million tons in October. The average is 38.7 million tons. (Chart II.) The demand must be made more regular or the annual capacity must always remain about 16 per cent greater than the annual demand.

At this point it may be well to state that so far the United Mine Workers have proved a force tending to increase rather than decrease this seasonal feature. The contract between operators and workers expires on April 1 every second year. It is anticipated that there will be a suspension of work and coal is mined in excess of immediate consumption needs.[1] The miners may strike. In this case the coal is brought out of reserve and consumed. When the men return to work, they again face a normal market. But assuming that the men do not strike, the coal reserves have been piled up against the possibility of a suspension and

[1] See below for figures on the piling up of reserves against the April, 1922, strike.

CHART II

MONTHLY PRODUCTION OF BITUMINOUS COAL,[1] AVERAGES, 1913-1918



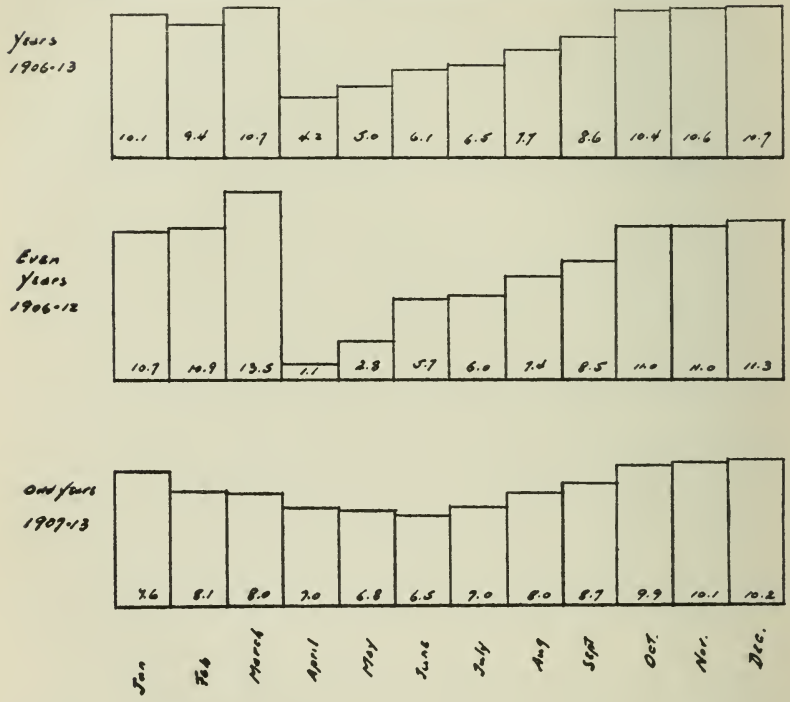
must be consumed. The excess of March results in a sub-normal April.

The data for Illinois have been presented for the years 1906 to 1913 inclusive by Louis Bloch. As will be seen from Chart III, there are three monthly production curves. The first, a composite of the other two, includes every year. The second curve deals only with those years in which a contract is negotiated, the "even" years. Here the high point comes in March with 13.5 per cent of the total annual production, and the low in April with 1.1 per cent. In the third curve, the "odd" year monthly averages, there is

[1] U. S. G. S., *Mineral Resources*, 1918, pt. ii, p. 702.

CHART III

SHOWING PER CENT OF COAL PRODUCED IN ILLINOIS BY MONTHS



still a seasonal fluctuation, but it is far less marked than in the second curve.

We may conclude, therefore, that there is a seasonal fluctuation in coal production. Even during these uninterrupted periods the peak of demand is found in December with an average of 5,438,000 tons as contrasted with the monthly average for these same years of 4,450,000 tons. To meet even this fluctuation the total plant must have a capacity of 22 per cent more than average demand. But the union aggravates this seasonality. During the even years the average production per month was 3,997,000 tons. The March average for the four years is 6,574,000 tons. Here

the demanded excess of capacity over average needs is 63 per cent.[1]

Neglecting all discussion of "why", the facts of the coal industry are these: There is an excessive capacity. The miners cannot work every day, in fact they average only about 214 days out of 304 possible working days. The costs of operation are higher per unit when part of the plant is idle.[2]

The potentialities of the situation are various. Competition is set to work with cruelest force to drive out the marginal man. Each operator feels that he may be the doomed one. He knows that to "stay" he must secure an average number of day's work. He can do this only by entering the market with his coal and underbidding some other man. Somewhere along the line he must cut costs of production. It may be lower profits—or no profits, which is not unknown in bituminous coal mining. It may come out of his labor bill, which represents more than half the cost of coal, f. o. b. the mine.

The worker is in the same position as the operator. Their interest in working the mine is identical. Their interests diverge only when it becomes a question of decent living or saving invested capital. The miner must reckon his income not at so much per day or month, but at so much per year. The wage rate is a minor consideration because the dominant variable in earnings is working time. It is perfectly

[1] It might conceivably be urged that we capitalize this irregularity due to the contract by placing the expiration date at the end of the normal dull season, say about August 1. This might help if the miners always threatened to strike and never did. But there is little to be said for a system that would make the consumer suffer more than he does now.

[2] *Survey Graphic*, April, 1922, p. 1010. Quoting Engineers' Committee of Fuel Administration as authority for the statement that costs of production are above normal by 29 per cent when running-time is below normal by 40 per cent.

true that a trapper-boy is better off who works 250 days at $3.00 a day, than the one who works 200 days at $3.25.

This feature is important. The operator, who likes his men and is liked by them, goes before the miners and says: "Fellows, you're loafing now and so am I. There is no market for coal. I can't sell coal and pay you your rate. You know me. I'm playing square. Look at my books. You nor I can make the mine pay this way. Try it yourselves, if you want! But if you'll reduce your rates, I'll reduce the price of coal. You'll work steady and be lots better off. So will I."

What he says is true. The men take a cut. He sells coal. The men work steadily—Until his neighbor cuts below him and works steadily—Until, etc.

There is an absolute limit at which this competition must cease. This is represented by a long period of no profits and starvation wages. It is no mythical limit, but is rather one that many men in the industry remember. One can prove anything that is undesirable by taking the testimony of the operators before the Industrial Commission of 1901.[1] One large company with a capital of $1,000,000 and running over a million tons of coal a year made a profit of $8000.[2] It is not described how this was secured. We know that wages were low. We may surmise that much of the wage was trimmed off by the company store, for most operators were forced to resort to the store to keep going.

Only one factor has changed in these thirty years. The industry is still so over-developed that under free competition no operator could maintain present standards. If they should combine to maintain standards—. But they have no such monopoly. Labor has. The union says to the two-thirds of the industry it controls, "No reduction shall take

[1] *Industrial Commission Reports*, 1901, vol. xii.

[2] *Ibid.*, vol. xii, p. 84.

place. The gain is only temporary. The loss to us is likely to be permanent. We will not mortgage the future. If every operator in the country paid our scale, you would not have to worry much about wages. They don't, it's true. We've done our best to make them. Eventually we will make them. In the meantime we'd rather starve idle, than working."

The labor monopoly of the United Mine Workers of America alone stands between the conditions of 1920 and those of 1896. To the extent that the monopoly is increased the miners' position is made more secure.

CHAPTER VIII

Early History of Unions of Coal Miners

We have now reached the point at which it is necessary to consider the relative merits of complete organization of the coal miners in America and the disadvantages of a further extension of the union. It may be well first to review the history of the organization of the miners in this country. The United Mine Workers is a comparatively young union. It dates only from 1890. But there were several decades of experience behind the framing of its constitution. There were lessons that had been learned at great cost.

The early history of the movement for organization among the coal miners is characterized by local development. During the period from 1849-1890 there were successive attempts to bring all organized coal miners into one craft union. It is a period in which knowledge is gained by experience. Local organization, internal dissention, and costly strikes were all sources of weakness. From this experimental stage is evolved a single industrial union, numbering in December, 1921, about 550,000 workers in and about the mines.

In 1849 the first local unions among American coal miners were formed in the Pennsylvania fields. In 1861, under the leadership of Thomas Lloyd and Daniel Weaver, the scattered locals, which by this time were found in the other states of what is now the Central Competitive Field, were brought together as the American Miners' Association.

This organization had for its purpose "the physical, mental and social elevation of the miner". It was recognized that this result could be achieved only through union and the obliteration of "all personal animosities and frivolous nationalities".[1] For a few years the association prospered. The organization spread particularly in northern Illinois and the Blossburg district of Pennsylvania. But with the end of the Civil War came years of business depression. Strikes were inaugurated and failed. Internal dissention grew up, and in 1867 and 1868 the American Miners' Association went out of existence.[2]

There followed a period of local organization. Even during the first period of national union, local associations had sprung up under various names but "whose forms and usages closely resembled those used by branches of the national union".[3] In 1868 John Siney came forward at the head of the Workingmen's Benevolent Association of Schuylkill County, an organization of the anthracite fields.[4] This association was strong enough to negotiate a joint agreement with the operators in 1870, the first in the history of the industry.

In 1873 this organization, which had changed its name in 1870 to the Miners' and Laborers' Benevolent Association, took the lead in the formation of the second national union, the Miners' National Association of the United States of America.[5] In 1874 this organization claimed 224 locals and 24,000 members.[6] But the forces which wrecked the

[1] Evans, *History of the United Mine Workers*, vol. i, pp. 6-7, 2 vols., Indianapolis (about 1910).

[2] *Ibid.*, pp. 12-13.

[3] *Ibid.*, pp. 12-13.

[4] *Ibid.*, pp. 13-18.

[5] *Ibid.*, vol. i, p. 29.

[6] *Ibid.*, p. 72.

organization of Daniel Weaver likewise brought this second attempt on the rocks. A series of petty strikes drained the treasury during 1874 and 1875. There was no reserve to tide it over the period of depression. In 1876 the books were closed out [1] and a deficit of about $700 was met by John James, the secretary.

The next national organization was formed in 1883. The seven intervening years were again years of local and state association. It was in Ohio that the spirit of unionism really survived. In 1883 the Amalgamated Association of Miners brought together the miners of Ohio, Pennsylvania, Maryland and Illinois. But the great strike in Hocking Valley lasting from July to December in 1884 placed too great a strain on the organization which had bravely set out to "bring within its folds every miner and laborer in and about the mines in the United States." [2]

The history of the national union now has its real beginning. In September, 1885, there was formed at Indianapolis the National Federation of Miners and Mine Laborers. The miners were fully alive to the need of national organization. The thirty-five delegates represented Ohio, West Virginia, Iowa, Indiana, Illinois, Pennsylvania and Kansas. These states had organizations that from "a local or State standpoint gave some prestige".[3] But the prestige must as yet have been slight, for Ohio, the best organized state, had only about one-third of the miners within the union, and West Virginia, Iowa and Kansas "were struggling hard to keep their heads above the stream".[4]

In spite of this numerical weakness conditions favored the growth of the union. For eight years the operators had

[1] *Op. cit.*, pp. 81-86.

[2] *Ibid.*, p. 109.

[3] *Ibid.*, p. 136.

[4] *Ibid.*, p. 138.

faced a seemingly endless series of small strikes, culminating in the great strike of Hocking Valley. The loss to them had been considerable. In December, 1885, representatives of both miners and operators met at Pittsburg and issued a call for a convention at Columbus in February. Colonel Rend of the Chicago, Pittsburg and Hocking Valley Coal Co., said that the difficulties of the industry had been due to "competition among the operators, who try to undersell each other. The remedy would be to raise the price of mining reasonably in all coal fields and raise the price of coal accordingly. . . . Let these prices be fixed by a joint committee of miners and operators."[1] This last sentence, comments Evans, explained fully the "foremost cause for the inauguration of the joint movement".[2]

In 1886 the conference met[3] and settled a scale of wages for the year May 1, 1886, to May 1, 1887. Representatives of both miners and operators were present from Pennsylvania, Illinois, Indiana, Ohio and West Virginia. Machinery was provided for the arbitration of disputes. West Virginia did not meet to renew the contract in 1887,[4] but aside from this loss the system continued for another year.

A storm was gathering, however. It was predictable from the joint conference of 1887 and the history of that year. A wage advance was granted, conditioned on the miners forcing "those districts which had heretofore refused to comply with scale provisions" to meet the scale or be idle.[5] The first advance of five cents was to go into effect on May 1. On May 4 the joint conference board met at Columbus and decided that although the miners had not

[1] *Op. cit.*, pp. 172-173.

[2] *Ibid.*, p. 173.

[3] *Ibid.*, pp. 175 *et seq.*

[4] *Ibid.*, pp. 212-214.

[5] *Ibid.*, p. 221.

fulfilled their contract, the advance should be granted and an extension of time to June 21 be given the miners.[1] The Illinois operators protested that they had maintained scale rates during 1886 but that competition with the operators of southern Illinois forced them to insist on full compliance with the terms of the present contract. On June 21 the operators of Pennsylvania, Ohio and Indiana allowed the advance to stand rather than return to old conditions. Again, on November 1 an advance of five cents was due, provided the scale of May 1 had been universally adopted. Here again the three states allowed the advance as "an encouragement to future efforts in the same direction" (bringing southern Illinois up to scale) and "to strengthen the organization (the National Federation) which we desire to perpetuate".[2]

The smash was in sight. In 1888 the Illinois operators stated that they could not be bound by the conference and withdrew.[3] The operators resolved that "we as operators in convention assembled, do pledge ourselves to render the miners all the moral and financial support within our power to enforce scale rates by blank refusal to fill any contract for operators who refuse to pay scale rates in this competitive district".[4] But this support could not bring the Illinois operators up to the mark. In 1889 the Indiana operators withdrew,[5] and at a later meeting the conference of Ohio and Pennsylvania miners adjourned *sine die* without agreement.[6] The joint contract that had been entered into to benefit both parties came to an end.

[1] *Op. cit.*, pp. 229-233.

[2] *Ibid.*, p. 272.

[3] *Ibid.*, pp. 280-281.

[4] *Ibid.*, p. 352.

[5] *Ibid.*, pp. 435-437.

[6] *Ibid.*, p. 446.

The miners of the country had not fully learned the need of complete unity. In 1886 the miners' locals formed under the Knights of Labor had been brought together as National District[1] Assembly No. 135, Knights of Labor. This organization had greater power in southern Illinois than the National Federation. Hence the national organizers had little influence in 1887 when they tried to bring this district up to the scale. A joint meeting of the two executive boards agreed upon common action.[2] As we have seen, they accomplished little, the officers of N. D. A. 135 giving as the reason the fact that three-fifths of the coal was mined by machine on a day rate. No strike could be successful under these circumstances.[3] But whatever the merits of the case, the Indiana operators objected to meeting the Knights of Labor in 1888, saying that they had waged war against the National Federation.[4]

There had been a loose agreement between the two organizations in November, 1887, providing that both should work harmoniously and be represented on boards of conciliation.[5] But after the experiences of 1888 a firmer union was sought by merging both organizations into the National Progressive Union. The result was, however, hardly more than a new name for the National Federation.[6] In 1889 the joint conference failed partly because of conflicting authority in enforcing the wage contract.[7]

Out of this failure came the United Mine Workers of

[1] This is also referred to (Evans, vol. ii, p. 19) as Trades Association. The terminology above is commoner, however.

[2] *Ibid.*, pp. 224-225.

[3] *Ibid.*, p. 237.

[4] *Ibid.*, p. 299.

[5] *Ibid.*, pp. 274 *et seq.*

[6] *Ibid.*, pp. 394 *et seq.*

[7] *Ibid.*, p. 458.

America. In January, 1890, the organizations met jointly at Columbus, Ohio. The plan of amalgamation proposed that there be one set of officers and one fund for the new organization, that in merging neither organization should surrender its "essential features", and that in any local or district a majority vote should determine the practice of open or secret meetings. The amalgamation was complete.[1] The Master Workman of N. D. A. 135 was elected President. The interests of both groups became a common one. Any interference from the Knights of Labor was resented. And in 1898 all mention of any organization other than the United Mine Workers of America was dropped from the constitution.[2]

If we understand the early history of the union of coal miners, we see certain lessons that must have been learned. The collapse of the American Miners' Association, the Miners' National, and the Amalgamated Association of Miners sufficiently emphasized the costliness of strikes. The wage increases awarded under the joint agreements showed the possibility of improvements gained by negotiation rather than by force. This had indeed been early realized. In 1873 the Miners' National Association gave as one of its purposes "to remove as far as possible the cause for all strikes and to adopt wherever and whenever it is practicable, the principle of arbitration". This principle is reiterated in all later constitutions. For three years the miners of Ohio and Pennsylvania, and to a less extent Indiana and Illinois, experienced the benefits of wage scales fixed for the year. The contract was abandoned in 1889 and for nine years the industry reverted to rate-cutting and strikes.

There is further shown the need for complete organiza-

[1] Evans, vol. ii, p. 13. For details see pp. 19 *et seq.*

[2] *Ibid.*, p. 538.

tion. The contract may mutually benefit employer and employee. But in a competitive area it has certain limitations. This was shown in 1887-1889 when the first interstate agreement was abandoned, largely because of the noncompliance of a group of operators in southern Illinois. The immediate competition of this group forced the northern operators out. Their lower rates and mining costs then drove out Indiana. The structure tumbled. Is it to be wondered that in the contract of 1898 it was provided that the miners guaranteed to protect the operators against lower wage scales; that they have made every effort to extend the union to every coal field in the country?

CHAPTER IX

Conspiracy

The non-union operators of West Virginia have charged that there exists a conspiracy between the United Mine Workers and the operators of Ohio, Indiana, Illinois and Pennsylvania to close the mines of West Virginia. The plan to be pursued is first the organization of the field and then a series of strikes or negotiations to raise labor costs to such a point that the mines cannot profitably be run.

On every occasion when it is deemed desirable to cast discredit on the union this charge is brought out of the moth-balls, shaken and aired, lengthened or shortened according to the style, and paraded before the judiciary or the public. It was introduced in the Hitchman Coal Co. case that originated in West Virginia in 1907, and again before the committee investigating the Paint Creek strike in 1913. Yet again at considerable length in the Mingo investigation in 1921, having only received passing notice in the little state investigation of trouble in Logan County in 1919. It has figured in several recent cases before the courts.

No matter in what connection the charge is brought it rests on the same evidence: a clause in the joint agreement of 1898, an alleged unwritten understanding in this same convention, and supporting quotations from both operators and miners at subsequent conventions.

The clause, section 8 of the Chicago agreement, states: [1]

[1] *Senate Investigation*, 1921, vol. i, p. 394.

That the United Mine Workers' organization, a party of this contract, does hereby further agree to afford all possible protection to the trade and to the other parties hereto against any unfair competition resulting from failure to maintain scale rates.

The alleged understanding was that the union guaranteed the operators of the Central Competitive Field that the competing non-union West Virginia districts would be forced to meet the scale rate. The evidence is too long, too full of repetition to be quoted in its entirety; but it can be readily found in several sources.[1]

In the briefs of the Coronado case [2] we may follow the most recent presentation of the information with the advantage that both parties address themselves directly rather than incidentally to the charge which is set forth by the defendants-in-error:

The impregnation of the entire organization of United Mine Workers, officers and members, in their negotiations with union operators for many years prior to 1914, with the motive for the suppression of the business of non-union mines—the prevention of their competing in interstate commerce with unionized operations.[3]

Two quotations, which are typical rather than exceptional, will serve to show the basis of the operators' charge. The first of these is from a speech in the 1902 joint convention by Mr. Robbins, a Pennsylvania operator. He refers to the Chicago agreement of 1898 by which hours were reduced from ten to eight and wages were advanced.

[1] *Cf. op. cit.*, pp. 394 *et seq.*; also United Mine Workers of America *v.* Coronado Coal Co., Brief for Plaintiff-in-Error, pp. 19-55; Brief for Defendant-in-Error, pp. 33-71.

[2] United Mine Workers of America, *et al. v.* Coronado Coal Company, *et al.* 42 Sup. Court 570.

[3] Coronado, *Brief of Defendants*, p. 32.

Four years ago, in the city of Chicago, we agreed to be in the advance guard on the question of an eight-hour day, *with the distinct and absolute promise that unless our competitors were brought up to the same conditions that we would be put back where we were.* And what is the result? None of our competitors have been brought up. In no place that we compete, that I know of, has an eight-hour day been established. We are competing constantly with operators that still have a ten-hour day. Their cost is proportionately less.[1]

This is the more typical excerpt. It makes the four usual points: (1) We improved your conditions, (2) on the promise that the non-union fields would be forced to accept the change. (3) They have not done so. (4, by implication) We cannot go forward, and by rights should go back to old conditions.

The second quotation is from a miner, T. L. Lewis, vice-president of the union, in the joint convention at Columbus in 1901.[2]

In asking that question I am going to answer the question as I understand the purposes why we met. And in doing so, I am willing to assume as broad a position and stand on as broad a platform as any man in this hall, it matters not to me who represents the operators or miners.

In the first place, as I understand it, we had something of a guerilla fight in the mining industry—every operator was seeking to enter the market and sell a ton of coal against his competitors at whatever cost. In order for them to do that, it was necessary for them to reduce the wages of the miners step by step, until it became a question with the miners of the country whether it was not as well to starve being idle as to starve working. I am free to admit that under these conditions many of the operators went into bankruptcy. If this

[1] Coronado, *Brief of Defendants*, p. 45.

[2] *Ibid.*, pp. 43-45.

be true, and I do not think it can be questioned, then it was necessary not only for the miners, but for the operators as well, to assume certain responsibilities to give stability to the mining industry. Realizing this, we met in joint convention. We agreed on a certain scale for mining, and every man, whether he was in the organization or out of the organization, on our side of the compact was expecting to adhere strictly to every term embodied in that contract. We know, and every man in the hall knows, when the first compact was made that the miners of this competitive field were not as well organized as you and we would both like to have seen them in order that there would be no friction between us in the year following that agreement. We have attempted to the best of our ability to adhere strictly to every agreement that we have entered into. It is true that we have asked—you may put it in the form of a favor if you please—and in some cases we have insisted that the operators would not only recognize the United Mine Workers as a business institution, but that they would go one step farther and help us compel the rebellious of our own ranks to be parties to this compact—for the benefit of the miners and operators, jointly. Now, let us see how much farther this movement must go to be successful.

As I understand it, it is for the purpose of wiping out competition between us as miners first, viewing it from our side of the question; next, for the purpose of wiping out competition as between the operators in these four States.

When we have succeeded in that and we have perfected an organization on both sides of the question, then, if I understand *the real purpose of this movement, it is that we will jointly declare war on every man outside of this competitive field who will do anything in any way endangering the peace that exists between us.* What is necessary to do this? Organize our forces in the competing fields so far as the United Mine Workers are concerned. *Go into these outside competing fields and tell your competitors that they have to join this movement whether they like it or not, and give stability to the coal business of the United States.*

This, although less common than Mr. Robbins' presentation, is not rare. The industry was chaotic in 1897. To save miners from starvation and operators from bankruptcy, an understanding by both parties to production was reached that would stabilize conditions in the four states involved, sacrificing to this end as much of competition as was necessary or safe within the law. Having done this, it was their purpose to proceed to outside fields in order to maintain existing gains by their extension to other districts. The union has consistently attempted to apply this policy, expending large sums of money on organization, facing the risk of jail to preach the gospel of unionism in non-union fields.

Let us now examine the defence offered by the miners. In the first place they contend with considerable justice that the importance of these speeches is exaggerated. The joint conference records are the story of a biennial bargain in which the operators tried by any method to give as little as possible in response to the miners' demands.

> It was a kind of a horse-trading proposition, where we didn't want to advance their wages, when they were asking for an advance, we would advance the argument that they would have to bring West Virginia up in line before they could ask for an advance, and we used all of the argument that we could to keep from paying an advance, and that was one of the best arguments that we had.[1]

The constant argument that union operators were paying more than their competitors determined the character of the debate.[2]

The Mine Workers' counsel then proceeds to argue[3] that

[1] Coronado, *Brief for Plaintiffs*, p. 26. Quoting Taylor from Record of Testimony.

[2] *Ibid.*, p. 20.

[3] *Ibid.*, pp. 27-28.

since clause 8 expressly says "failure to maintain scale rates", it can apply only to parties to the agreement, for of course none except these parties could be accused of not *maintaining* scale rates. A less technical justification of this conclusion may be found in the history of the agreement of 1886-89. The failure of the Illinois operators to maintain the scale resulted in a rapid collapse of the agreement.[1] This clause is in part a guarantee against such a withdrawal from the agreement.

Counsel for the miners then maintain that an understanding to improve conditions in non-union fields does not constitute an interference with interstate trade.[2] Considerable emphasis is laid on the fact that the same men were operators in the two fields.[3] The miners urged these men who spoke as Ohio or Pennsylvania operators to bring their West Virginia properties under contract rather than indulge in shadow-boxing, which their talk of competition with themselves virtually was. The answer to this last point was well made by Mr. Zerbe of Ohio in 1910.[4] The operators were business men who saw their market being taken by West Virginia coal. In self-defense they invested in non-union territory. It has never been proven how great the influence of this class of operators was. If they were the controlling element, the talk of competition, conspiracy and the rest is largely cant. But from the nature of the presentation of the data [5] it seems necessary to conclude that among the mass of West Virginia operators these men were the exceptions.

[1] *Supra*, p. 107.

[2] Coronado, *Brief of Plaintiffs*, p. 29.

[3] *Ibid.*, pp. 30-31.

[4] Coronado, *Brief of Defendants*, pp. 57-58.

[5] *Cf., e. g., Brief of Plaintiffs*, pp. 30-31, specifying by name only one large company operating in both fields.

These qualifications, however satisfactory from the legal point of view, are quibbling. Let us first clear up any double meaning in the term "conspiracy" or "interference with trade". There are two conditions of competition which we must consider. We may assume, for the sake of simplicity, a case which does not exist. There are in Ohio and West Virginia two coal mines which operate under identical conditions. The same amount of labor with the same invested capital yields the same product. To exclude all confusing factors we will even assume the freight rate to be the same to the common market.[1] There is but one variable factor, the wage rate. In the first case to be assumed this rate is identical in the two states. The operators and miners in Ohio are conspiring to raise the West Virginia rate. The effect will be to *create* a differential in favor of Ohio and cut down, if not wipe out, the West Virginia market. In the second case West Virginia is paying less than Ohio, and miners and operators are trying to bring it up to the Ohio scale. Here, if this be conspiracy, its purpose is to *wipe out* a differential.

It is in the second sense that we must admit a conspiracy to exist. The operator is quite inactive. But once every two years he reminds the miner how necessary the result is. The operator supplies the motive. The union is the agent. This is what the defendants-in-error in the Coronado case seem to mean, for they say:

> These [joint] conferences were the schools at which the miners for years received their education in the principle that the existence in the markets of competitive non-union coal was disastrous to their movement and well-fare, and that if they were to be able to continue their union relations with the operators

[1] It is commonly held and accepted to some extent in practice that the differential freight rate must be covered by differences in mining costs and hence in setting the wage rate.

with whom they had already entered into agreements, they must at all costs both force independent operators to accept *union conditions,* and prevent any union operators from breaking away.[1]

This can be brought out by many other quotations. Almost every excerpt refers to bringing the non-union field up to scale. It is only occasionally that a reference directly states the object of putting the fields, now non-union, out of business. The motive was to equalize competitive conditions in order to remove the perennial argument of the operators. As John Mitchell said in 1908 while president of the miners' union:

The strength of your union is not in the best organized districts. Unfortunately, and I say it regretfully, its strength is its least organized fields. You cannot be permanently safe, you cannot rest in security until West Virginia, the Irwin field, the Connellsville and the Meyersdale regions of Pennsylvania are organized.[2]

He spoke the lesson he had been learning in the years of joint conference from 1898, that had forced him to recommend that the miners accept a reduction of wages in 1904.[3]

As to the other type of conspiracy, a favoritism for the Central Competitive Field, there has never been adequate proof. I have found only one instance. In 1906 there was a general strike. The Hitchman Coal Co. of West Virginia was a union mine. It had a contract with the B. & O. Railroad to supply the latter with fuel. In the event of a strike at the Hitchman mine, the latter agreed to load such coal from its chutes as the railroad secured elsewhere and hauled to the Hitchman property. When the strike was

[1] Cornado, *Brief of Defendants,* p.41. Italics mine.

[2] Coronado, *Brief of Defendants,* p. 51.

[3] *Ibid.,* p. 46.

called the Hitchman mine agreed to pay its men the wage they had been receiving with a retroactive adjustment only in case the wage was raised. The company further agreed to mine only engine coal. The union refused to accept these terms, but allowed an Ohio company offering identical conditions to mine this coal.[1] Such evidence, although the union claims reason for its refusal, is damaging. But it is almost unique.

If further evidence is needed to convince the reader that the union fields merely desire to equalize conditions in non-union and union fields, let him listen to the change of voice undergone by any operator who accepts the union scale. He who was before the accused, becomes the accuser. He cries out for justice in the same words that were used by others. The historic example of Illinois in 1887 has been mentioned. Non-union at this time, it was decried in bitterest terms by miners and operators of Ohio and Pennsylvania. Operators pledged themselves to boycott the non-union operators by refusing to fill orders should the union take Illinois out on strike and leave the operators of that district with unfilled contracts.[2] Chris Evans, secretary of the miners' union, urges all miners receiving the scale wage to contribute with "hearty support" to aid those receiving less in Illinois to wage a successful strike.[3] And in 1912 Mr. Taylor of Illinois pleads[4] for a "substantial reduction" of wages because "our tonnage will be still further reduced and our markets still further absorbed by these non-union fields".

[1] *Petition and Motion of Hitchman Coal and Coke Co., a Corporation, for a writ of certiorari to the U. S. Ct. of Appeals for the Fourth Circuit.* Sp. Ct. of U. S., October Term, 1914, pp. 33-34.

[2] *Supra*, p. 108.

[3] Evans, vol. i, p. 188.

[4] Coronado, *Brief of Defendants*, pp. 62-63.

Here is West Virginia itself, the Kanawha field, organized in 1902 and in large part non-union from 1905 to 1912. This was part of the state which was talked about in 1898. And in 1914 Mr. Evans, then the secretary of the operators' association, says:

We have never, by word or deed or thought, done anything to prevent their going into these other districts and lining them up, bringing them up to a point where we could compete with them, or, the other alternative, putting us down to a point where we could produce our coal and sell it at at least a reasonable price.[1]

He charges that there never has been "any real effort to organize the Guyon fields, the eastern Indiana fields, and the Fairmont fields".[2]

Richard Bryden of Piedmont made a similar complaint to me in 1921. Strictly speaking, the Upper Potomac operators never admitted that they were organized; but for our purposes we may regard them as having had joint relations with the union since 1918. The wage scale was fixed in 1920 for two years. This man, non-union operator most of his life and still claiming through his association to be one, complained of the competition of non-union coal in Pennsylvania.

It is not the competitive adjustment between union fields of which these men complain most. It is the relation of union and non-union. Listen specifically to Mr. Evans again. This time he is speaking in the joint district convention of 1906.

It is impossible for you to set foot out of your own state without stepping into another great coal producer, and these

[1] *Proceedings of the Board of Conciliation* (for Dist. 17), 1914, vol. ii, pp. 23-24.

[2] *Ibid.*, p. 24.

same great coal producers are the market for our coal. . . . I think that in the demonstration of a matter of this kind that we should not go out to Ohio, Indiana, Pennsylvania and Illinois to seek conditions by which to govern ourselves, but we should take conditions nearer home in the State of West Virginia. . . . Let us take the Pocahontas field, the New River field and the Fairmont field, all operating non-union mines, producing non-union coal and competing with us in these same markets.[1]

This general aim to level conditions by bringing non-union fields up to union would be held by the miners not to constitute a conspiracy in restraint of trade, but to be an attempt to establish fair competition. The terms "unjust competitor" and "unfair competition" abound[2] in the speeches of the miners. Unfairness to them means that an operator gains an advantage in competition by undercutting conditions as established by the union. It is as well understood a phrase as unfair competition in our national legislation in reference to local price-cutting and other unfair tactics by trusts.

The operators themselves, even non-union operators, hold analogous views. The coal industry, as has been pointed out, is highly competitive. Operators have constantly sought to impose differential costs in their own favor or to abolish those that operate to their disadvantage. Freight rates are not, strictly speaking, a production cost, but to the consumer they represent as much a cost of coal as the loaders' wages. Public policy, as interpreted by the Interstate Commerce Commission, has held that so far as possible freight rates should minimize rather than increase differentials. "Differentials between competing coal mines to various markets of consumption can not be safely established upon

[1] *Joint Conference*, 1906, Dist. 17, p. 33.

[2] *Cf.* Coronado, *Brief of Defendants*, pp. 46, 47, 51, 62.

distance alone." [1] As an extreme example we have the case of *Georges Creek Basin Coal Co. v. Baltimore and Ohio R. R.*[2] In Georges Creek they mined coal from a thick and thin vein. The big vein coal sold in preference to thin vein at tide-water. But rates had previously been cut on coal moving from Pennsylvania and West Virginia, coal mined under similar conditions to thin vein Georges Creek Coal. This cut had been sufficient to allow this coal moving from several hundred miles farther west to compete with the big vein coal. The Interstate Commerce Commission attempted to solve the difficulty by establishing two rates on coal from the same tipple to the same market. The rate established was to place thin vein Georges Creek coal on a parity first with the big vein, and second with the West Virginia and Pittsburgh coals.

If there can still be any doubt not only as to the purpose of the organization of the non-union fields and the general acceptance of this line of thought in the coal industry, we must deal in personalities. The men who are leading the struggle in West Virginia are West Virginia miners. For them the operation of the mines of the Mountain State means bread and butter. To close the mines would make the rank and file jobless and homeless. Thomas Cairns, president of District 17, in 1914 said: "What we want to do all the time and hope to do is to protect the coal-mining industry in West Virginia, in the Kanawha district." [3] The operators allege [4] that the International organization is supreme, that the miners' president has dictatorial powers and uses them for the benefit of his four "pet" states.

[1] Andy's Coal Ridge Co. *v.* Southern Ry. Co., 18 I. C. C. R. 407.

[2] 14 I. C. C. R. 127.

[3] *Board of Conciliation*, Dist. 17, 1914, vol. i, p. 33a.

[4] Coronado, *Brief of Defendants*, pp. 14 *et seq.*

The district officers are supposed to be mere tools of the International president in his schemes.

There are two assumptions: first, that the international executive is absolutely supreme; second, that the district officer is weak enough to dance as he is ordered. The first of these is capable of partial verification in the various constitutions, national, district and local. The miners contend that the union resembles the government of the United States. The International is the federation, the District is the State. The analogy is only partially correct, for the district is not sovereign. Relatively far more power is concentrated in the International than in the federal government. But the president holds a political office that dictates from expediency, at least, a large measure of autonomy to district organizations.

It is on the second point, however, that we find it most difficult to accept the operators' statements. Here we meet the personality of Frank Keeney in West Virginia, Farrington in Illinois, Howatt in Kansas. I am acquainted personally only with Mr. Keeney — and after a very few conversations I was satisfied that he was not trying to put West Virginia out of business. He was born a West Virginian and has been in the mines of that state since he was nine years old, except for two years in Arkansas. He helped organize Cabin Creek in 1912, was one of a small group who forced the strike on over-cautious district officers. He was sufficiently independent to lead a revolt in 1915 against alleged corruption and weakness among the officials of District 17 at that time. To carry his revolt he organized an independent union of West Virginia miners. He came back into line with all his followers after he had forced the International office to accept the wishes of his men.

To a man who has seen Keeney and talked with him privately, the charge that he is a docile tool or an ignorant

dupe is a source of considerable amusement. His formal education is not great, but his mind is as keen as that of any man I met in West Virginia. He is aggressive, a fighter, according to Winthrop Lane a "tiger". His heart and soul are with the miners. He faces their problems as national in scope, but if there is to be an individual advantage he is a West Virginian. To use his own words, he "is not going to sit on the end of a log and be shoved off".

Here, then, is the conspiracy. A national union negotiates wage scales. It is faced at every move with the fact that non-union fields competing on more favorable terms make an advance in union fields impossible. The complaint of this competition has come most loudly from the Central Competitive Field, but only because this is the oldest and most solidly organized district. It is taken up by the newer union fields. The union banner is being carried in West Virginia by men who see clearly the extent to which the interests of operator and miner are identical. They are all West Virginians, and prosper as the industry of their state prospers. They stand ready to wipe out a differential that favors non-union fields. There is nothing in the evidence to warrant the assumption that they plan to impose a differential that will close down the coal mines of their own district.

CHAPTER X

The Closed Shop in the Coal Industry

Philip Murray, a vice-president of the United Mine Workers, has said that he would recognize a true "open shop". One of the conditions which he specifies for peaceful industrial conditions in West Virginia is "the protection of unorganized workers against intimidation or coercion by members of the United Mine Workers of America or any other labor organization".[1] The organization will sign an agreement embodying this clause "and abide faithfully by its terms".[2]

Mr. Murray believes what he says and probably thinks that it is practicable. Unfortunately there is very little in past history to bear out his statement. The United Mine Workers is essentially a closed shop organization. Where "open shop" agreements have been signed, the union has used methods of coercion. Mr. Dawson, an operator in the Kanawha district, said that he had employed an old Englishman, seventy years of age, as a trapper. The man refused to join the union. The union men "ran him out of where the band men practiced and jostled him out of the picture show . . . and jostled him around until I thought he would have to run off the creek to save his life".[3] Delegate Oakes says that on Cabin Creek the union is optional,

[1] *Senate Investigation*, 1921, vol. ii, p. 608; *Cf. ibid.*, pp. 988-989, Frank Walsh; pp. 1047 *et seq.*, Jett Lauck.

[2] *Ibid.*, p. 609.

[3] *Board of Conciliation, Dist. 17*, 1914, vol. i, pp. 46-47.

but "make those fellows pay their dues. If they don't pay their dues, make them get out of the hill. You know how to make them get out of the hill, don't you? If you don't, we can show you." [1] And Delegate Carter of Local Union 760 on Cabin Creek says: "At my place we have a bunch of fellows who come along occasionally, but don't want to join, but it is a cinch, if he don't join, down the road he goes; he don't work there unless he does." [2]

There is evidence available to prove that the open shop may exist. Mr. Gilday, an executive board member of the union from Pennsylvania, says that in his town there are 600 employees, 102 of whom are not members of the union. He sees them "going to church, and going to the shows, and going to saloons and associating with everybody, and . . . . never knew one of them to be insulted".[3] Mr. Dawson has 15 or 20 men "that get along some way" without joining the union, but he has had 50 or 100 men driven away in the five or six years just preceding his statement.[4]

Mr. Dawson presents well the influence of a small union organization when he says: "Of course, fifteen or twenty men cannot handle three or four hundred, but fifteen men who are strong union men, paying their dues, can handle five hundred men when the fifteen take one of the five hundred at a time, until they go all around and get entire organization." [5]

The operators object to such a condition and stress the

[1] *Proceedings of the Third Biennial Convention of District 17, United Mine Workers of America*, p. 114.

[2] *Ibid.*, p. 186.

[3] *Board of Conciliation, Dist. 17*, 1914, vol. ii, p. 83.

[4] *Ibid.*, p. 83.

[5] *Ibid.*, p. 42.

involuntary aspect of union membership.[1] The union dues are characteristically collected by what is known as the check-off system. By this is meant that the operator holds back a certain amount of a man's wages and pays this money directly to the financial secretary of the local union. The details of this system vary slightly under the various district contracts but the provisions of the Northern West Virginia contract may be accepted as typical.[2] The operators agree "to check off each employee, not exempted from dues by scale contract,[3] such initiation fees, dues, assessments and fines as are submitted to the Company". The company further agrees to aid the local secretaries in making up the check-off list, "to the end that all liable under the contract are properly listed". These collections shall follow deductions for checkweighman, rent, smithing and doctor. The amount shall not exceed $5.00 in any one calendar month.

There are several points in connection with the check-off that the operators overlook. Collections directly through the company are as old as the mining industry. The company store system, particularly where the store is run by an

[1] *Cf. Senate Investigation*, 1921, vol. ii, p. 989. Mr. Wiley: "It is not the cry of 'scab' as applied to himself. He can stand that without any trouble; but when his wife comes in and says, 'I can not live here. They call me scab wife.' And his children come in crying and saying, 'I am miserable because the other fellows will not play with me. They call me scab.' It is more than a man can be expected to stand, and he takes the easiest way and gives up his principles and does what he is told to do."

[2] *Agreement between the United Mine Workers of America, Dist. 17, and the Northern West Virginia Coal Operators' Assn.*, April, 1920–March 31, 1922, section 9.

[3] This usually refers to certain men who are agents of the management as "the weighman, mine boss, electrician" etc. (see Kanawha Agreement, 1917, sec. 33). This agreement specifies only labor "employed specifically for construction work, plant improvement, or extensive repairs, unless these men are regularly employed at the plant." (Sec. 6, Northern West Virginia agreement.)

independent merchant with the privilege of redeeming scrip at the company offices, is analogous. Charges for smithing—usually a fixed charge of about twenty-five cents a month—for coal and light are made at a fixed rate without regard to the individual services rendered. Similarly doctor and hospital assessments are collected by the company. Rent is of a slightly different nature. It is a liability incurred by the miner with the coal company itself and the charge varies with respect to the extent of the service; i. e., the charge is usually so much per room. This payment is also stopped at the source.

The reasons for the development of such a system are obvious. Were the mines to be run cooperatively, it would still seem advisable to make certain of these collections directly over the pay-roll. The element of risk is very largely done away with. If there were no risk involved, the rent item would still require the employment of a collector. The charge for doctor and hospital is in the nature of social insurance.[1] But the point is that the operators themselves introduced an involuntary check-off.

Even more distinct from liability to the company itself are examples brought out in the Colorado investigation. James Cameron was superintendent of mines at Hastings and also mayor of the little company-owned town. Revenues amounted to $2000 or $3000 a year and were collected by "the saloon and poll-tax, license fees, fines, etc." There was no property tax.[2] On one occasion the poll-tax of $2 a head was checked out of the pay of the miners and paid over to the city treasurer.[3] Mayor Snodgrass of Delagua says this is the normal method of collecting the poll-tax in his town.[4]

[1] There is opposition to this charge by the miners, but I am assuming here that it is beneficial to the workers.

[2] *Conditions in Colorado Coal Mines*, H. R. 387, vol. ii, pp. 1529-30.

[3] *Ibid.*, p. 1532.

[4] *Ibid.*, pp. 1213-14.

It is evident, therefore, that the operator's objection—so far as it involves protection of his men—is not against the check-off system, but rather against the check-off of *union dues*. In other words, he is objecting to the closed shop.

The check-off is regarded to-day as one of the fundamental features of the organization. A national board member says that the check-off cannot be arbitrated. ". . . It is our existence, and we cannot arbitrate our existence."[1]

It has not always been regarded as so vital. In 1906 it was sold[2] by John Nugent, president of district 17, against the orders of the national executive board.[3] Before this date the operators "simply took every man's name on the pay-roll and remitted for him".[4] In 1906 the miners were asking for an advance. The operators refused until Nugent said: "As far as the check-off is concerned, I want to say that that is the only weak spot in our organization, and twenty years ago . . . . I stood in Hocking Valley against the check-off. I have never been in favor of it and never will be in favor of it."

Mr. Winder, an operator, answered: "We will consent to the advanced scale if you will give us the check-off."

"We will agree. By jiminy, I will," said Nugent; and the deed was done. Two weeks later the report came out of the second sub-scale committee with an advanced wage and no check-off.[5]

In 1887 an agreement was entered into between the National Federation of Miners and National District Assembly 135, K. of L., regarding the division of dues checked off at

[1] *Board of Conciliation, Dist. 17*, 1914, vol. ii, p. 39, Thom. Haggerty; *cf. ibid.*, vol. v, p. 20.

[2] *Ibid.*, vol. iv, pp. 31-32.

[3] *Ibid.*, vol. i, p. 41.

[4] *Ibid.*, p. 52.

[5] *Joint Convention 1906*, Dist. 17, p. 218.

a mine where both organizations had members. Evans comments that N. D. A. 135 "was strongly opposed to the check-off system of collecting dues . . . . and in some instances the money collected from the miners belonging to N. D. A. 135, K. of L., was returned to them after the check-offs had been made".[1]

The check-off, apart from the closed shop feature, has certain evident advantages to the union. Just as the store prefers to collect over the pay-roll to insure regular payment, so the miners' organization prefers this method of dues collection. Thomas Cairns, president of district 17 in 1914, says: "Many of them who are desirous and anxious to be members of our organization, when possibly they get the money in their pockets they go somewhere else and spend it. They are perfectly willing, however, that it will be deducted from their earnings and given to the credit of the United Mine Workers." [2]

The man may be more easily controlled under the check-off system, even though it be voluntary. On Cabin Creek, Delegate Haptonstall reports, "we called a joint meeting of all five locals at Boomer, and I offered a motion that the first gentleman that went to the office and revoked his slip would be fined ten dollars, and that motion carried unanimously. From that day on at Boomer we have had no trouble with the voluntary check-off." [3]

The operators protested against the closed shop because it drove men away from the field. Mr. Dawson said: "I should be very glad if every man at our place were voluntarily a member of the union, but I do not want him forced in unless he wants to be." [4] The majority of his men

[1] Evans, vol. i, p. 386.

[2] *Board of Conciliation*, Dist. 17, 1914, vol. i, pp. 31-32.

[3] *District 17 Convention*, 1918, p. 112.

[4] *Board of Conciliation*, Dist. 17, 1914, vol. ii, p. 80.

prefer to pay dues voluntarily and do so, about 85 or 90 per cent of his 500 men being members of the union.[1] But in 1906 the operators felt able to give an advance in wages in return for the check-off because it would bring men back who had left the field rather than pay dues.[2]

There are two reasons for urging the closed shop in the mining industry. The first of these is the argument for the universality of taxation. Those who benefit from the organization within which they function and from which they receive protection should aid in its support.[3] In 1914 this question came up in the Kanawha joint conference of miners and operators. We can find virtually all of the arguments that are advanced to-day. Although the discussion centered around the check-off, it was regarded as synonymous with the closed shop.

Cairns said: "In the Kanawha field we make contracts

[1] *Ibid.*, pp. 80-81.

[2] *Joint Convention*, 1906, Dist. 17, p. 337.

[3] It must be admitted that if we consider dues in the nature of taxation, the union has an imperfect system, generally using the poll instead of ability to pay as a basis for taxation. But political taxation has been evolving in both theory and practice for several hundred years and we may hardly condemn a new organization for still lacking perfection in the application of its general principles.

Notice the argument reported in Dist. 17 Convention, 1918, pp. 148-149.

Delegate Van Camp: ". . . If I make two hundred dollars in thirty days I will pay two dollars a month into this defense fund. This man sitting here, maybe he will work day work, or maybe he will load enough to make fifty dollars a month, and he will pay fifty cents into the defense fund while I pay two dollars. I will pay four times as much as he will, but he will reap just as much benefit out of this as a man that pays two dollars. I believe myself that if there is going to be a tax put on the district it ought to be the same for all. . . . "

Frank Keeney: ". . . I desire to see our organization extended and grow stronger and to do that it takes money. . . . There has been a statement made that some would have to pay more than others. This is true, for some of our members have physical infirmities which they cannot overcome and that makes the earning power of some of our (members) less than others."

for possibly 10,000 or 12,000 men, more or less. . . . A certain number of men pay their dues. The rest of the fellows are enjoying the benefit of the contract which we make and pay nothing. Our men insist that all those men who enjoy the benefit of the contract should be paying something toward the support of the organization that gets it." [1] According to Haggerty, national executive board member for District 17, fully 14,000 men were working under the contract in 1912 and only 1376 were paying dues.[2] This would indicate a difficulty of collection far greater than even Cairns admitted, who said that there was little difficulty in collecting from miners: i. e., those men engaged in cutting and loading coal, but that one-third of the men were on day rates and that this group were difficult to reach.[3]

It is of interest to note that the union at one time offered to make a contract applying only to union members. The operators refused to allow this, realizing that such a contract would force all men into the union ranks.[4]

This fact gives added weight to Cairns' answer in regard to the nature of the miners' organization. It is a favorite argument of mine operators that the check-off and the closed shop are similar to forcing every man to join the Elks or the Congregational Church. Nothing can convince them that the analogy between state and industry is closer.

We know that every secret society, every fraternal society, no man can get in there unless he is balloted for and accepted. We realized that, and in the opinion of those men already in they insist he must be a good, decent citizen or else he can't get in, and he knows that if he doesn't pay his dues that he is

[1] *Board of Conciliation*, Dist. 17, 1914, vol. i, p. 33a.

[2] *Ibid.*, p. 42.

[3] *Ibid.*, vol. iii, p. 23.

[4] *Ibid.*, vol. i, p. 34. Cairns makes this statement.

debarred from all their sick benefits or death benefits or anything else that may accrue. That is not true of the miners, because our industry is such that we have to take in every creed, color and nationality on the face of God's earth. . . .[1]

The closed shop will involve the surrender of some manifestations of personal liberty. It is characteristic of the miners' organization that the general good is regarded as higher than the individual, and even that the miners' union can better interpret ultimate individual good than the individual who discounts future gains too heavily.

In the first place, as we have seen, men are brought into the union in some few instances probably against their active wishes. Certainly in many cases the union overcomes the passive resistance of the "I-don't-care" attitude. Many of this class never do care. They come in because it is inevitable. They stay in for the same reason.

Such a man was C. E. Lively. In the recent trouble in Mingo County, Lively gained notoriety as a spy in the employ of the Baldwin Felts Detective Agency. If one may judge by his testimony, he is a man of rather colorless character without the slightest sense of obligation to those men with whom he treats. His recent employment is rather repulsive to most persons. His testimony is shocking to many.[2] But barring only his extreme lack of social conscience, he is a very ordinary fellow.[3] In 1902 he joined the United Mine Workers.

[1] *Board of Conciliation,* Dist. 17, 1914. Cairns, pp. 32-33.

[2] *Cf. Senate Investigation,* 1921, vol. i, pp. 359-361. Sen. McKellar says: "I will say that it violated every idea of right that I ever had. I never would have believed that a thing like this would happen."

[3] This is still further emphasized by his insistence on his honesty in the matter of petty cash disbursements. While employed by the agency his work involved acting as a union official. He never allowed both organizations to pay the same expense. Humorous morality, in view of his great default by violating trust, but nevertheless quite human.

I went in so I could have the privilege to work and make a living. . . . I expect I would not have given my money to get in but I had to or not have the privilege of working. I had no choice about it only to quit and leave.[1]

We may also find testimony as to the attitude of the union toward individual members who short-sightedly worked against the interests of the whole. Such a case occurred in 1896 when the union was waging war on the company store. President P. H. Penna, addressing the convention, said:

Our worst opponents in our efforts to rid ourselves of this system are our craftsmen, who, in many instances, persist in petitioning their employers to reopen their stores and return to their old system of issuing orders thereon. . . . I advise that you, by resolution, protest against this conduct of miners, and request employers, annoyed by such petitions, to discharge the petitioners and pledge him the support of our organization in ridding himself of their presence.[2]

The attitude of benefit to all at the cost of a few is still further emphasized by the attitude of the union towards a bonus or super-scale rate for any worker. The non-union operator says that he reserves to himself the right to pay an individual worker according to his special ability. The union establishes a flat rate and insists that it be maintained. Here, certainly, appears to be a case of individual hardship, the discouragement of individual initiative.

It is of interest to note that both Mr. Keeney, the president of District 17, and Mr. Kennedy, the secretary of the Kanawha Operators' Association, agree on the present union ruling. Mr. Kennedy says that the bonus was an industrial evil, that the operators offered bonuses not for any

[1] *Transcript of Record in Matewan Trial*, p. 2590. *Cf.* pp. 2592-3.

[2] Evans, vol. ii, p. 412.

particular superiority of the individual but because they wanted to increase their labor force temporarily at the expense of their neighbors. It meant, in good times, a piling up of wage costs and an irregular supply of labor, for the man who lost his miners went to the same miners and bought them back.

He tells of one case within his experience. Two mines were located within a mile of each other. The foreman at mine No. 1 needed men. He went to one of the workers at No. 2 on Saturday and asked him what he was getting. He then offered him a small bonus and all costs of moving. The foreman sent over a team and wagon, moved the miner on Saturday night and thought all was well. On Monday the man went to work at No. 2 in his old place, for the foreman of this mine had offered him an additional bonus and *his* team. The man had moved back on Sunday.

But the union position, which is not unreasonable in the interests of stability even if interpreted as rigorously as it is by non-union operators, is not as drastic as they claim. Keeney interpreted it to the district convention of miners in 1918:

> If the company was paying a man a premium over the scale price, that does not set the price for the job, but it sets the price on that particular man. We will say that $2.98 for a machine man is the rate and the company turns around and gives that machine man another dollar and makes it $3.98, the company is paying that man for what they consider efficiency and it sets the price on the man, and not on the job, because here is the contract price for the job.[1]

This premium cannot be cut off at will, for at one mine "five or six men had a premium and they had it cut off. When we got through up there, he (the operator) ordered the book-keeper to pay it." [2]

[1] *District 17 Convention*, 1918, p. 171.

[2] *Ibid.*, p. 172.

But although the union does not aim at absolute uniformity, the bonus or premium must represent an actual differential in service rendered. In one instance that Mr. Keeney described to me the men were doing machine loading at 78 cents. This was the pick-mining rate, a premium for machine loaders of 18 cents. It was being paid to about half the men. Keeney went out and saw Mr. Nugent, the manager of this particular Consolidation property on Cabin Creek. Nugent stated that he was giving this rate because of "special conditions", but he admitted that the mining conditions were uniform throughout the mine. Keeney demanded that all men be brought to the same level. The manager could not accede. The mine was then threatened with a strike of all the Consolidation properties. The company gave in, but closed the mine. However, when it reopened, it did so at the uniform premium rate.

These two rulings taken together place a very heavy penalty on premiums. The addition is permanent [1] so long as the man is employed. The operator is unable to discharge him in order to get back to scale with new workers. And, furthermore, he may be called upon to show cause why others should not get the same rate.

While we are discussing individual freedom it is perhaps interesting to note the attitude of the West Virginia law in one instance. The reader will recall [2] that a checkweighman need not be employed except in the event that "either of

[1] The Cleveland and Morgantown Mining Co. operates in the Fairmont field. It did not employ union miners, and to weaken the latter's attack added 7½ cents per ton. It finally was forced in, but paying the old rate. When the 1920 contract was written, bonuses were condemned and were allowed to be dropped. Cleveland still held theirs. Then came depression and in Aug., 1921, they wrote to Keeney asking permission to drop the bonus as they could buy coal more cheaply than mine with this differential. Keeney refused to let them lower this until the next convention, 1922.

[2] *Supra*, p. 31.

the parties"—i. e., operator or a *majority* of the miners—object to the weighman. In case of such an objection the operator shall dismiss the weighman on ten days' notice or the miners, again only a majority, may elect a checkweighman.[1] And "the company shall furnish him a number and shall pay him for all coal credited to his number at the rate in force for miners".[2] In other words, the checkweighman shall credit himself with a certain amount of coal from *all* the miners, although he may represent only a majority.

We may also well consider the fact that even under a system of individual liberty to bargain, the man loses certain rights, or, if joining the union be not a right, at least a certain manifestation of freedom. This the non-union operators will strongly protest. Numerous quotations might be made, but a few will suffice to give the operators' position. Mr. Stofflet, superintendent of the Empire Coal and Coke Co., is being cross-examined by Mr. Houston, attorney for the United Mine Workers:[3]

Mr. Stofflet, you and your company recognize the right of the workmen to join a labor union if they want to, do you not?

We do. . . . If they believe in collective bargaining there are plenty of operators for them to exercise that, but with us we would like to deal with men direct instead of representatives.

Some of the operators feel that they are being extremely liberal when they employ men who have at some time belonged to the United Mine Workers. To quote further testimony from this petition for an injunction:[4]

They (S. J. Patterson Pocahontas Co.) operate a non-union

[1] Hogg, sec. 517, Acts 1901, ch. 20, § 4.

[2] *Ibid.*, sec. 515, Acts 1901, ch. 20, § 2.

[3] *Deposition of Stofflet*, pp. 101-103.

[4] *Deposition of W. A. Craven*, pp. 44-45.

mine. . . . We mean by that that we employ only non-union labor. . . . Some of our employees have belonged to the United Mine Workers of America. . . . (They are employed on condition) that they renounce their allegiance to the United Mine Workers of America or any other organization to which they might belong. . . . They (the workers) understand that if they join the United Mine Workers or any other similar organization that their employment ceases at once.

There is a change of fashion to be seen in these statements. This would constitute individual liberty: the right to belong to the union or not, the right to employ union or non-union men. At best, and this is often the case, it is rationalized opposition to the union. At worst, it is the merest cant and cavil. It used to be good form to be an outspoken antagonist of unionism. In 1844 Lord Londonderry stated that men on strike would be "marked by his agents and overmen, and will never be employed in his collieries again".[1] Rev. John Burdon, speaking of the wickedness of Trade Unionism, said to the miners: "You are resisting not the oppression of your employers but the Will of your Maker."[2] The law has come to frown on blacklisting, and social conscience will only occasionally tolerate such prostituted religion. Fashions change, and now men think and speak in terms of individual liberty.

But let us examine the manner in which a man may become a member of the union. He cannot join at the mine where the operator says, "I also shall be free to employ only non-union labor." He goes to the next mine and finds a similarly-minded operator. And the next; and the next.[3]

[1] Webb, *History of the Durham Miners*, p. 45.

[2] *Ibid.*, p. 46.

[3] In Pocahontas field the "yellow dog contract," the agreement of the men not to join the union while in the employ of the company, was sent out by the secretary of the operators' association.

The same condition exists throughout the field. The operators have their association. Probably it is agreed that none will employ union men.[1] Certainly it is understood. The man must pack all his possessions and leave his home to go to a union field — a neither cheap nor pleasant manner of exercising this right to join the union.

Let us take the single case of Frank Ingham, a colored miner.[2] He had been employed by the Howard Collieries in Williamson Co. On joining the union he was discharged. He crossed the river and went to work for the Pond Creek Coal Co. About two weeks later the manager said that he had had a telephone call stating that Ingham was a union man and that he had been "advised to get rid of" Ingham, who then went to Alfex, where he was discharged for the same reason five days later.

But the question of the closed shop may be viewed in a second light: its bearing on the enforcement of the joint agreement. These contracts between operators' associations and union districts or sub-districts differ in detail, but they all contain two fundamental sets of provisions. The first of these specifies a wage scale and lays down certain rules as to hours, working conditions, payment of wages and jurisdiction of the operator and mine committee. The second provides machinery for the interpretation and enforcement of these working rules. The process of adjudication is a graded scale of conference, starting with the mine-committee and foreman and ending with a district board or an arbitrator.

The important provision for our immediate consideration is that pending settlement of the dispute there shall be

[1] The secretary of one association, now dealing with the union, told me that the original reason for organizing the operators was that they might better fight the union.

[2] *Senate Investigation*, 1921, vol. i, pp. 26–27.

neither strike nor lock-out. A money penalty is attached to violation: usually full wages for the men in case of a lock-out and a dollar a day fine for each striker.

It must be borne in mind that the district union is responsible for the enforcement of the no-strike provision. It is the men of the local union who strike. To keep these men in line the district officer holds just one club. With the sanction of the international office he may suspend or expel individuals or local unions. In some cases this is an extremely powerful weapon, for it absolutely prohibits a man earning a livelihood until he meets the demands of the district office. In West Virginia it is probably as powerful as the non-union operator's weapon to maintain "freedom of contract", for within the union areas no such expelled man could find employment. The power in both cases depends on the degree of immobility of labor. In the case under consideration it depends on the proximity of the non-union fields. The problem of discipline is a difficult one, and from the point of view of the union can be solved only by complete organization. Particularly if we concede the operators' demand [1] that the union be held financially responsible for loss occasioned by illegal strikes, this argument becomes a potent one.

To condense what has been said thus far: The closed shop is characteristic of the union mining field. It is maintained in large part with the aid of the check-off. This system is found in many instances throughout the coal industry, being a recognized practice with operators and even in the statute law. The opposition to the check-off can therefore be passed over as being only one manifestation of the operators' opposition to the closed shop. The individual liberty argument against the closed shop may well be met by that of social responsibility and universal taxation. As

[1] Considered in the following chapter.

we shall see further in the next chapter, one may indeed doubt that the liberty or rights surrendered are greater than those gained. At all events we may definitely say that liberty is a comparative term, a matter of degree, that there is no absolute liberty under either system. And, finally, if we are to increase the responsibilities of the union, it can only be done with justice by increasing the disciplinary power of the collective body of miners over the recalcitrant individual.

CHAPTER XI

The Case of Management against the Union

Harry Olmsted, chairman of the Labor Committee of the Williamson Operators' Association, has presented in condensed form the reasons for the non-union operator's opposition to the organization of his field.[1] As he pictures himself, the non-union operator is the guardian of three interests: those of his worker, those of the public, and his own.

We have examined his claims as they relate to his workers in earlier chapters and will consider the public interest in the following. As regards the former, a quantitative evaluation is difficult. The employer is not so closely in touch with his workers as he imagines. The union will mean certain gains and certain losses to the worker. The net result is what should be determined. This will differ if we regard the industry socially or individualistically. The resulting evaluation is partly a matter of opinion. Those who conceive the interests of worker and operator to be somewhat antagonistic will view the latter's claims with great skepticism.

But if we are somewhat contemptuous of his claims as guardian of interests other than his own, we must concede that he is well within his rights to defend himself. Some of the points which he makes in this connection are weak or even antagonistic to his purpose. A few are well taken.

[1] *Statement of Harry Olmsted to the Senate Investigating Committee*, 1921, pp. 39-48.

In analyzing these arguments, the order of their presentation is changed from the arrangement which Olmsted makes, in order to avoid the confusion of saying first "with this I agree", then "this is untrue", and then "in a qualified sense I can agree here". The only reason for inserting the unfavorable points is that the operator has himself brought them forward. The stronger arguments are presented here last because it is desired to leave the impression that the mine workers' union does not deserve unqualified public approval.

Adopting this changed order,[1] the points are as follows: (1) The union conspires to put the non-union fields out of business. (2) There is a fundamental antagonism between the aims of the union and the West Virginia operators. (3) The miners show a contempt for government that makes them unworthy of public respect. (4) The miners do not respect the contracts which they make with the operators, who therefore should not be asked to do business with such an irresponsible organization. (5) The miners desire to participate in the management of the mines. (6) The union results in inefficiency and increased mining costs.

CONSPIRACY

"The mine owners of the field oppose the United Mine Workers because of the conspiracy . . . . wherein it is proposed that the output from this State should not be permitted to grow but should be suppressed."[1] On this point we can add nothing to the chapter above. The market of the present non-union fields would be curtailed under unionization in times of depression when wage cuts giving these fields a preferential condition would be impossible. This

[1] The writer has been careful not to break any logical sequence on which Mr. Olmsted's argument depended. The reader can verify this by consulting the record cited.

[1] Olmsted, p. 42.

cannot be denied. But there is a large element of justice in the union operator's plea that conditions be equalized, that he be not penalized for maintaining working standards. Socially this "conspiracy" is one of the most conclusive demonstrations of the need of extending the union. We may concede that the present non-union operator will not benefit, that for his individual interest the present sliding and easily adjusted scale is an advantage, without at the same time giving him the social sympathy that is accorded to victims of "conspiracies in restraint of trade".

AIMS OF THE UNION

The next point is the fundamental antagonism of the aims of the union and the operator. The latter quotes the demands of the miners' Cleveland convention in 1919. These fall into two groups: the immediate demands, and the forecast of policy under the desired government control. Unfortunately the miners' immediate demands were grossly misrepresented. It is this mistaken construction which the operators accept. (a) The six-hour day and five-day week are not the demands of a radical or lazy group of men. Even the most cursory examination of the miners' brief [1] will show that it is an attempt to stabilize the working year, to spread *the present amount of work* over 308 working days instead of lumping it on 214. (b) "A substantial increase in wages" which the Williamson operators oppose, was granted by the Bituminous Coal Commission in 1920 although the award was 27 per cent instead of 60 per cent. The miners made a case that must have thoroughly convinced themselves, but it is not at all rare for the demands

[1] *Case for Bituminous Coal Miners*, pp. 45-50; *cf.* Frank Keeney in *Testimony before Bituminous Coal Commission*, vol. xii, p. 574; also U. S. G. S. *Weekly Bulletin on Coal Trade*, no. 121. From the armistice to Oct. 25, 1919 (50 weeks) the average number of hours per week was 30.0 out of a possible 48.0. The maximum was 39.7 hours per week.

made by both parties to take the form of minimum concessions. From these bargaining proceeds until a compromise is reached. But this is almost universally assumed to be the condition. (c) Cooperation instead of competition in the coal trade is opposed, but many persons other than miners are convinced that it must come.[1] Some will disagree. The public at large still seems to cling to the general applicability of competition to industry. But just as we have moved away from the idea of free competition in the case of railroads, public utilities, and farmers' selling organizations, so we must ultimately realize its limitations in coal mining. (d) The right to unionize under government control has already been conceded by law to the postal clerks and to the railroad workers during the war. (e) The right to bargain with the government may be variously interpreted. But even carrying it to its greatest length, the strike against the government is not unreasonable from the workers point of view. It is also quite possible that even without government operation of the mines the public must control this free right to strike. In the moderate sense of bargain, the joint agreement of management and the collective body of workers, a strong argument might be presented that this is the simplest method of dealing with the workers. (f) On the question of nationalization itself, the operators of course disagree. But the miners are not the only ones to urge such action to safeguard the public and to stabilize the coal industry.

These demands, then, are not the radical and "bolshevik" demands that the operators contend. They may be based on insufficient data, on misinformation, on a narrow point of view. The logic may be faulty. The conclusions

[1] Frank Walsh, chairman of Industrial Relations Commission, 1912, (vol. i, p. 303) thinks that only by government taking over all coal lands and leasing them on terms to permit cooperative operation can the problem be solved.

may be mistaken. But it is not unnatural for the workers to adhere to them, if we may judge by the number of thoughtful citizens, non-miners, who share the views. They do not constitute a valid excuse to refuse to deal with the union.

CONTEMPT OF GOVERNMENT

The operators are further opposed to an organization that shows "persistent opposition to the institutions of our government and contempt for constituted authority".[1] To dwell at length on this subject is extremely distasteful to the author. The subject-matter is controversial. When we have sufficiently discounted the operators' statements, there remains a residual that gives a weak basis for argument. Let it be clearly borne in mind that the writer concedes that the miners have committed many acts of lawlessness, to mention but one, the armed march from Kanawha County in September, 1921.

This problem is important not because it is an argument against unionism. It is not. It is extremely important when we consider the likelihood of successful compulsory arbitration. With this we deal in the next chapter. The reason for treating it here is that the operators seriously consider it a strong point in their favor.

The miners have expressed dissatisfaction with the police protection, with the courts, and to some extent with the statute law. In fairness to the operator let us put his case briefly. The statement of fact opens with a description of the normal police protection which seems meager. For example, the Freeburn mine is located in a magisterial district in Kentucky with an area of about 750 square miles. There is one constable. The sheriff stays at the county seat about 35 miles away and requires fourteen hours to get to Freeburn either by train or horseback. Before the strike this

[1] Olmsted, p. 45.

mine had one deputy sheriff. When the trouble began, four or five were sworn in.[1] It is particularly in times of industrial dispute that this protection is needed. There are instances of tipple-burning. There is shooting. There is bombing. Against all such outrages the operator and such employees as elect to work for him are entitled to protection. The deputy sheriff is employed not to commit acts of violence upon the persons of union organizers. His duty is impartially to administer "law and order".

With regard to the use that the operator makes of the courts, he makes only the same use of the law that is open to all. The primary fact is his opposition to the union. To keep the union out he makes such use of the letter and traditional prejudices of the law as are possible. In so doing he is fully within his rights.[2]

The attitude which the miners took toward these deputy sheriffs may be fairly seen in the fact that they induced the sheriff of Williamson County to deputize two of their number in July or August, 1920. One of these men, Blair, was dismissed after about three months' service because he was strictly one-sided. His only official acts seem to have been "beating up" five or six Baldwin Felts men (private

[1] *Senate Investigation*, 1921, vol. i, pp. 285-6, 291-3.

[2] For example, the Logan operators attempted to pass what was known as the "No Strike Bill" in 1918. It was introduced in the West Virginia legislature as House Bill 3 and Senate Bill 5. The Governor had favored it, but yielded to a special convention of District 17 and promised to veto it. The bill was defeated in the House and never reported out of the Senate. *Proceedings of the Annual Convention of the West Virginia Federation of Labor*, 1918, pp. 7, 14.

In 1917 a vagrancy act was passed aimed at the professional idler. Two coal companies had striking employees arrested under the law. In both cases they were unable to obtain convictions. *Proceedings of Biennial Convention of Dist. 17*, 1918, pp. 51-53.

These are two extreme examples. The operators may have been striving for socially undesirable results but the method they pursued was legal and there existed legal means of defeating the aims of the operators.

detectives) and some "scabs".[1] James Kirkpatrick was paid by the county[2] and received additional money from the union with orders from Keeney to nip any violence before it started, as violence only reacted to discredit the union. Kirkpatrick has arrested five or six union men.[3] But it is perfectly evident that to the miners—and I believe to the operators—the administration of justice is still conceived in a feudal sense. Each interested party sets up his own private machinery.[4]

Before proceeding, let us first feel the atmosphere in which the struggle is taking place. Mingo County, like most sections of West Virginia, is built on coal. Coal is the *raison d'être* of the large majority of the population. One side is bitterly opposed to unionism. The other side has placed its entire fortune on the chance of organization. Between the two there is no link of understanding and appreciation. There exist between them nothing but distrust and hatred.[5] Over the whole struggle, and obscuring any change of tactics, there is a smoke-cloud, the traditions of past struggles when armed guards maintained by the operators without any legal veneer beat off unionism.[6] There is

[1] Personal conversation with Frank Keeney, 8/1/21.

[2] *Record of Testimony in Matewan trial*, pp. 3343, 2275.

[3] Conversation with Keeney, 8/1/21.

[4] It is not to be imagined that privately paid deputies are found only in non-union fields. As though he were describing nothing unusual, a union operator (Wiley) tells the Senate Committee that he employs them and carries them on his pay roll. *Senate Investigation*, 1921, vol. ii, pp. 967, 978.

[5] *Cf.* Harold E. Weston, *Survey*, April 5, 1913, vol. xxx, p. 37. "The men of both sides are pretty good fellows away from the mines and the subject of mining; on the matter of mining, they show the obstinacy of men who look at a proposition from but one point of view, who see no justification of the position of those who oppose them and who seem to have lost absolutely the sense of proportion."

[6] See the *Charleston Daily Mail* for 3/17/02 and 6/9/02. Also Judge

a universal anticipation of trouble. "What next? How long will —— be allowed to live?" It is in the air. It is contagious.

There is also a feeling of repression. Our train was stalled just outside of Williamson by a wreck. I left the train in company with a doctor from Huntington and a trainman who was off duty. Several of the State Police were nearby. The uniform, the large and conspicuous revolver seemed ostentatious and ominous. We talked of the strike and unionism. The railroad man said: "Not so loud. Be careful what you say with those guards around." We lowered our voices. Was it necessary? What difference did that make? The railroad man was convinced of it. The doctor and I felt that it might be. Three peaceful citizens, a doctor, a railroader, a student, felt as though they were conspiring. Of course that was idiotic. But it explains why miners can be so easily convinced of their oppression; why leaders honestly believe that authority and the institutions of government are stacked against them.

Positing such an atmosphere, irrational, surcharged with hatred and suspicion, let us see what conditions lead the miners to a "contempt for constituted authority". The courts are supposed to be "owned by the operators". The chief grievance against the courts is found in the sweeping injunctions issued by district courts and based very largely

Ben Lindsey, *Report of Commission on Industrial Relations*, vol. vii, pp. 6401-2: ". . . They have owned judges on the bench as they have owned their office boys: . . . that they have controlled district attorneys; that they have controlled governors; that they have been in the most perfidious deals to control the agencies and officers of the law time and time again, so that they may not only make the law to suit their own wishes . . . ; but when occasionally, as happens after a long struggle against every step of the way—for there is terrific opposition to get a law through for the protection of human rights—they control through the bipartisan machine in Colorado the agencies of the law and prevent the enforcement of those laws."

on the Hitchman Coal Co. case. These maintain the validity of the "yellow dog" contract, a promise by the worker not to join the union while in the employ of the coal company. The courts may not be owned by the operators. It is quite possible that any justice would feel he must follow the highest judicial precedent. Yet four justices dissented in the Hitchman case. Many non-partisans are bitterly opposed to the decision. The miners who are actually concerned know that in Pocahontas all the operators presented such a form, that the operators' association decided on the use of it. They know that "freedom of contract" is mere legal verbiage; or, as one miner told me more picturesquely, "a damned insult". The courts hold against them. The courts are against them! The courts are owned by the coal operators!! Perhaps the miners are wrong, but it is easy to follow their reasoning. It also explains why they are not desirous of having many dealings with the courts.

The antagonism and mistrust of sheriffs and deputy sheriffs is even more readily understood. Let us entirely pass over overt acts by these men. The operators will contend that no unprovoked attacks have been made. Is there any justification for the preconception that these men administer the law for the operators? In Logan County the treasurer of the Guyon Coal Operators' Association testified that he paid the sheriff $32,700 a year to cover the salaries of 25 deputies to protect mine property.[1] R. M. Dial received $120

[1] *Digest of Evidence*, Logan, 1919, pp. 9-10.

In 1920 this amounted to $46,630 and the first nine months of 1921 to $61,517. The amount is collected by the operators' association from each mine by an assessment per ton mined. In 1920 this amounted to $.00491 and in 1921 to $.00810 per ton. The explanation given for this increased cost of policing was the alleged necessity of suppressing illicit liquor distillation. *Senate Investigation*, 1921, vol. ii, p. 1020.

It is not quite clear to the author why the appointment of deputies

from the sheriff and in addition $50 a month from the Logan Mining Company. ". . . . In return for this payment he goes over two of their camps every two or three days." [1] The Patterson Pocahontas Coal Co. employs "no mine guards" but has three deputy sheriffs on the property: "myself [W. A. Craven, supt.], the bookkeeper, and another man. Only for the purpose of protecting our pay-roll." [2] These men were not paid for their services. "They are subject to the call of the sheriff for anything that he wants", but the services so far have been simply guarding the pay-roll of the company and also policing the property of the company.[3]

The State constabulary was increased in May, 1921, by about 600 volunteers for special emergencies. Of these, 207 came from Williamson City. It is impossible to ascertain how many of these men were directly interested economically not merely in the maintenance of order but in the defeat of the union. Assuming the 4 contractors, 19 professional engineers and 18 mine officials to be the only directly interested parties, only 41 were badly prejudiced.[4] The estimate is low, however, when one considers the manner in which volunteers were enrolled. Capt. J. R. Brockus, in charge of the State Police in Williamson Co., was un-

as in the Patterson Pocahontas case is not unlawful. Hogg, sec. 226, acts 1863, pp. 16, 156, etc. to acts 1913, ch. 29.

"It shall not be lawful for any of the aforesaid officers [sheriffs included] of this state to appoint any deputy or deputies to act as, or perform any duties in the capacity of guards or watchmen for any private individual, firm or corporation, nor shall the above named officers be authorized to appoint any person or persons as deputy or deputies to act for or to represent, in any capacity, as officers of the law, any individual, person, firm or corporation."

[1] *Digest of Evidence*, Logan, 1919, pp. 16-17.

[2] *Deposition of W. A. Craven*, p. 59.

[3] *Ibid.*, pp. 81-82.

[4] *Senate Investigation*, 1921, vol. i, pp. 230-236.

acquainted in this district. He therefore accepted "a committee of citizens of long residence in Williamson, who knew everybody in town, a committee of seven, to pass on the names submitted and to cross off those they were not absolutely sure of; that is, that they could be relied upon to be issued a rifle and ammunition and go out in the interest of law and order".[1] This committee, as brought out in cross-examination, was largely composed of men whose interests were closely identified with those of the coal operators.[2] In the outlying districts there is absolutely no question of the partisanship. "In the outlying districts we had to rely solely on the recommendations of the officials of these mining companies. We had no other way of determining who was responsible, but to take the recommendation of the mine superintendents or some official there that knew the men working around the mines."[3]

Even the regular State Police seem to have lost sight of the nature of the controversy. They were charged with the duty of maintaining law and order, but they regarded the miners as the enemy and drew no nice distinctions. The young clerk of the force told me: "The big advantage of this martial law is that if there's an agitator around you can just stick him in jail and keep him there."

To cite the most drastic act of the State Police, let me recall the raid on the Lick Creek tent colony. There had been occasional shots fired from the woods near this colony of striking miners.[4] The state police legitimately went out to search for concealed weapons. They found a few. When they left the colony, tents were slashed,[5] furniture was

[1] *Senate Investigation*, 1921, vol. i, p. 339.

[2] *Ibid.*, pp. 343-344.

[3] *Ibid.*, p. 339. Quoting Brockus.

[4] *Ibid.*, pp. 332-334.

[5] I saw the condition of the tents and furniture for myself, but photographs can be found in *United Mine Workers Journal*, 8/1/21.

broken, and the miners charge small articles were stolen. Only the words of Radius in R. U. R. can describe this: "You do such unnecessary things."

This, then, is the atmosphere in which the miners feel and show contempt for authority and the institutions of government. The rights that they see defended are those of property. The rights of persons are forgotten.[1] They do not see the whole truth, but who can blame them? "Constituted authority" paid by one party to the struggle! The operators' point is absolutely valueless. Perhaps the quickest manner to re-educate the miner to confidence in the government is to permit unionization of the mines or at least for the courts to refrain from issuing decisions which the miner can only interpret as hostile to unionism. But the distrust of government is real and will be a difficult condition to meet when we attempt to curtail the right to strike.

STRIKES IN VIOLATION OF CONTRACT

It is charged by the operators that the miners' union "does not maintain and protect its contracts when made".[2] This means that the provisions of the joint agreement for continuation of work pending negotiations are not carried out by the workers.

In a sense the union officials attempt to sell the operator

[1] *Cf.* Henry Seager, *Industrial Relations Commission*, 1912, vol. i, pp. 52-53: ". . . Our judges have shown a decided bias in favor of the employers. I would not be inclined to ascribe this so much to a class bias, although I think that is a factor, as to the antecedent training of judges. Under our legal system the principal task of the lawyer is to protect property rights, and the property rights have come to be concentrated more and more in the hands of corporations, so that the successful lawyer of to-day, in a great majority of cases, is the corporation lawyer. His business is to protect the rights of employers and corporations. It is from the ranks of successful lawyers for the most part, that our judges are selected, and from that results inevitably a certain angle on the part of a majority of our judges."

[2] Olmsted, p. 39.

to the idea of unionization by showing him the benefits that accrue to peaceful negotiation and continuous production. Coal is mined very largely on contract. The operator wants to know for the period of the contract what his mining costs are to be. It is desirable therefore that he negotiate a long-time fixed wage scale. The buyer wants assurance of a steady supply of coal. This means that the field enjoying a minimum of stoppages of work secures an advantage, other things being equal. These two conditions are embodied in the joint contract. A wage scale is fixed for a year or two years. The union and the operator guarantee no stoppages due to strikes or lock-outs pending negotiation of disputes arising under the contract.

Unfortunately the theory is better than the practice. Olmsted brings out the fact that in Kansas from 1916 to 1919 there were 705 strikes, 15⅔ a month.[1] These strikes averaged a little over 10 days. It is interesting to note that the Kansas operators do not conclude to abolish the union. They ask that you " determine the question for yourself, as to which is the best plan—peaceful negotiation under the contract with equitable results, or strikes through force and certain loss ".[2]

In the light of our more detailed knowledge of West Virginia strikes, it seems probable that many of these strikes are not violations of contract. For example, in September, 1916, 48 strikes occurred pending negotiations for a new contract; 23 in October and November, 1917, for the same reason. In the general strike of 1919, 54 mines were struck. We may also reasonably doubt that all the other strikes were flagrant violations of the contract, as the causes

[1] *Ibid.*, p. 39. *Cf. The Strike History of District 14 from April 1, 1916 to December 31, 1919*, a pamphlet published by the Kansas operators. The subsequent figures for Kansas are taken from this booklet.

[2] *Strike History*, p. 2.

of the strike were set down by the operator who was party to the controversy.

Some of the strikes were probably technical violations. Many of these further emphasize the miner's attitude toward a holiday.[1] To illustrate: in July, 1919, "No beer, no work", tied up one mine of the Central Coal & Coke Co. for three-quarters of a day. In September, 1919, the Clemens Coal Co. had three one-day strikes (stoppages) because of "Home Coming Day at Frontenac". In April, 1918 the Clemens Coal Co. had eight one-day stoppages to "celebrate buying Liberty Bonds". In November, 1918, ten mines of this company celebrated the end of the war. The recurrence of the name of this company suggests something unusual. These were not strikes but stoppages—mass holidays. It seems quite likely from the fact that the Clemens Co. is the only one reporting the celebration of the armistice that every mine celebrated and only the Clemens Co. stuck to the letter of the contract and reported a strike.

But there remains a large balance of strikes, pure violations of the contract. A few of these with the cause are listed below.

Dec.	1916	Wear Coal Co.	1	day	Cold Wash House
"	"	Western C. & M. Co.	2	"	" " "
"	"	"	1	"	" " "
Feb.	1917	"	2	"	Wash House Dark
May	"	" (4 mines)	10	"	Wage Advance
June	"	Jackson Walker	1	"	Price of dynamite
July	"	O. S. Hubert Coal Co.	29	"	Sympathetic strike

And so it goes. In the first year, for example, of about 190 stoppages, at least 51 must be regarded as violations.

Come now to West Virginia and view the question only briefly in statistical form. In 1920 in the Kanawha district

[1] *Cf. supra*, p. 25.

there were 63 strikes, totalling 292 days.[1] Of these, eight or nine were not violations of contract. They arose either because an unexpected delay had prevented the payment of wages on time, or because the scales were supposed to be out of order and no agreement could be reached to continue operations pending the arrival of the sealer.[2] On the principles involved and the underlying cause of the balance, both Keeney and Kennedy are in agreement: "There would be no trouble if either the men or the foreman did not assume the arrogant position of absolute right."

To illustrate the difficulty of assigning complete blame to the workers let us take a mine on Elk River in the No. 5 Coalburg seam. The company paid, on a 64-cent basis, 70¼ cents with 19¾ cents per ton for dead work. It arbitrarily cut the rate to 65 cents with no dead work pay. Mr. Kennedy agreed that the rate must go back until the next scale convention, that the operator was wrong in cutting his rate without first securing the agreement of his workers. Yet the men who struck misunderstood their rights. A just grievance does not entitle them to an illegal remedy, but only to expect a favorable decision from the joint board when the case is presented. In the meantime the men must remain at work.

The operators place very little blame on the district officers. The latter are honest in their efforts to live up to the contract. One operator in Fairmont told me that he would "leave any question up to old Charley Batley", the union representative in Northern West Virginia. The district office had secured the suspension of fourteen locals in attempting to enforce the contract from 1918 to 1921. Most

[1] *Senate Investigation*, 1921, vol. i, pp. 250-252. In 1921 Mr. Kennedy informs me there were 75 strikes totalling 348 days.

[2] D. C. Kennedy, sec. of the operators assn., and Frank Keeney, district president, agreed on this point.

of these had occurred in the bad strike year, 1920. It is individuals who are to blame and the responsible heads have only two weapons, education and expulsion.

The difficulty of tracing the blame to individuals can be appreciated from the following instance. A local union was attempting to secure some concession. The men knew the strike to be illegal and that the district office would order them back to work. Some individual with a predilection for legal technicality conceived the idea of trying sabotage instead. Therefore, it is supposed, the local resolved that no man should load more than two cars of coal a day. At all events only two cars came from each man. The company complained. Keeney sent down a representative. He ordered the men to do a decent day's work, which they proceeded to do. But he was altogether unable to find the individual trouble-maker whom the men shielded.

In view of this situation and the extreme difficulty of collecting fines from the workers, it would not seem unduly stringent to make the union itself responsible for these losses. But we must face the facts. The union, as regards the enforcing of the contract, holds a hand weakened by several factors, — the deliberately provoked strike brought on by the operator to discredit the union; the disgruntled worker who takes up cudgels against the union and is shielded by the men; the training of the worker himself to strike first and then talk.[1] All of these the union can meet only with education and, as punishment for failure to learn,

[1] *Cf. Senate Investigation*, 1921, vol. ii, p. 949. The individual trouble-maker need not always be disgruntled. He is often merely a man desiring leadership who through ignorance or selfishness causes trouble. Wiley points out (it is a very common story) that the man advances through agitation. He becomes a professional trouble-hunter, excites the workers, makes a demand and urges the men to insist upon its acceptance. If he allowed conditions to appear tranquil, his own importance would suffer.

expulsion or fine. The strength of this latter depends on the complete closing of the coal industry to non-members of the union.

Yet it is on this very point of responsibility that the strongest and most universal attack is made on the union.[1] J. A. Clark of Fairmont finds in this his chief ground of complaint. Were the union financially responsible for such breaches of contract as are their fault, he told me, he would prefer dealing with organized rather than unorganized men.

We must not over-emphasize these strikes, however. The non-union operator with a no-strike record sees only the number of violations of agreement in the union field. He does not appreciate the fact that with organized workers and no agreement the petty strike is an even more frequent occurrence. In order to stop just such bickerings, the joint scales of 1886 and 1898 were adopted. In large measure the bickerings did stop. During the years 1918 and 1919 there was only one irregular strike in the Kanawha field that had 63 in 1920. Disturbed conditions following the

[1] It is pointed out that the operator is a responsible person whose potential fines are secured by tangible property. The miner becomes financially responsible only through his union and the operator wishes his claim to be against the district or local union instead of against individuals. He contends that he is often unable to collect the fine of $1 a day per man on strike because it is not politic to do so. So for example when the Kanawha mines were tied up by the armed march in the fall of 1921, John L. Lewis advised that the fine was technically due the operators but that it would be best to forgive it. (*Sen. Invest.*, 1921, vol. ii, p. 850.) I do not know the man-days lost in 1921 in Kanawha. There were 10,469 men affected by strikes and $11,070 was collected in fines. From these figures it is evident that the operators did not collect all that was actually due them. It is difficult to see why the operator should be forced to consider expediency of collecting that which the contract promises. So far as there is disapproval of the contract by the workers, it seems that the union should bear this and not the individual operator. In other words it would suggest itself that the district pay the fine and itself force the men to pay by a special local assessment against the individuals involved.

war may account for many of these local disturbances. The contract usually seems to improve with age.[1]

INDUSTRIAL DEMOCRACY

The operators oppose the United Mine Workers "because of the general attitude of the officers of the United Mine Workers to the effect that the workers, through their organization, shall direct the policy of the mines and shall have full partnership in their operation".[2] Let us distinguish at the outset two possible effects that such a "partnership" may have. One effect is a curtailment of the absolute rights of management. The second is an increased inefficiency due to the interference with, or division of authority. The second is considered by the operators later as a separate argument against the union. Therefore we may assume that this partnership is opposed only because it infringes the hitherto undisputed authority of the operator. This involves the entire field of what is now commonly called "industrial democracy". So much has been written on this subject in recent years that it is hardly within the scope of this work to expand the idea at length. But a few instances may be cited from the coal industry to show the specific nature of the complaint.

The distinction cannot be finely drawn between those activities and demands which involve only a loss of prestige and those which result in pecuniary loss. The seemingly private life of the employee may find its analogue in the employer's profits.[3] But we shall try to distinguish roughly, using as criteria the magnitude and directness of the relationship to profit.

As a first proposition we may quote the position of joint

[1] *Cf. Senate Investigation*, 1921, vol. ii, p. 949.

[2] Olmsted, p. 43.

[3] Somewhat like the theory of Robert Owen, or perhaps Henry Ford.

boards on the question of the employer in the purely private life of his employees.

The employer is not the judge of a man's character, morals, or religion, and cannot discriminate against him by reason thereof; that the employer is interested in such things only as they affect the service rendered by the employee, or as they affect the service rendered by other employees.[1]

This position of the union came before William M. Wiley, a union operator at Sharpless, W. Va., in very extreme form.[2] The wife of the president of the local union complained that a miner was conducting a disorderly house. Wiley felt unable to discharge the man, although the condition of the camp was becoming "so disreputable and offensive that the decent women of the camp would have to move out". The man was later arrested and sentenced for making and selling moonshine.

Although the case is extreme and it is conceivable that union officials might have consented to his discharge, the difference in attitude is clearly brought out in the examination.

Mr. Wiley: [As he understands the union attitude] "If any of these men break the law, take the law on them; that you shall not discharge them.". . .

Mr. Vinson [Attorney for the operators]: "And in the presence of a character of a man like that fellow in your employ, you are powerless and helpless to protect the women and children."

Mr. Wiley: "Yes, sir."

Mr. Walsh [Attorney for the miners]: "That is, by putting

[1] King *v.* Manor Coal Co., Maryland Basic Agreement, Case 37.

[2] *Senate Investigation*, 1921, vol. ii, pp. 986-987.

them out of the house. You could have gone and sworn out a warrant or anything like that, like any other citizen."

Mr. Wiley: "Oh, yes."

Mr. Vinson: "You could not discharge him, as I understand it."

Mr. Wiley: "No, sir; I could not discharge him."

Here are the three points of view. Mr. Wiley was a little mystified by his lack of power. He took the attitude one would expect the public at large to take. Why should not so gross an evil be remedied as quickly and easily as possible? Mr. Vinson, being retained by non-union operators, was utterly incapable of seeing two sides to the question. The only right course was to discharge the man. It was immoral to think otherwise. The union feels that the operator's interest in the miner extends only to the industrial relationship. In private life both men are citizens with equal rights at law. In the abolition of any public nuisance committed by either party recourse should be had to government authority.

Another example [1] of joint determination of conditions is given by Ernest M. Merrill, an operator who has mines in both union and non-union territory. He operates at the Mordue Collieries, a plant that is at one end of a long and narrow hollow. Because of this condition, houses are strung in a single row along the railroad track for three and a half miles. To get the men to work a bus [2] is operated by the company. For about eight months the bus had stopped "almost anywhere . . . . to pick up men in groups". But with the coming of winter it was thought desirable to systematize the schedule. Frequent stops required a greater

[1] *Ibid.*, vol. ii, pp. 842-3, 860-1.

[2] Merely for accuracy: I cannot determine from the text whether this is an automobile or work-train. The point is immaterial.

period of time and men from the far end of the hollow were exposed unnecessarily. Furthermore, the poor condition of the winter road made it difficult to start in certain spots. The company ordered that a stop be cut out where it had been customary to pick up four or five men. The men could reach the bus 320 yards further ahead. The men struck on the second day and stayed out five days. In the joint board it was held that the company had established a condition during the eight months which could not be changed without mutual agreement. The change had been arbitrary.

Mr. Walsh: "But if that had been a non-union mine, although all those men wanted that convenience, did not want to walk that three blocks in winter-time on the railroad track . . . . up to the bridge, you would have fired them, would you not, on the ground of efficiency and because you had the power?" Mr. Merrill: "I think so."

In Maryland a miner was ordered by a new foreman to run a motor. He refused, because he couldn't run a motor. The refusal was not couched in terms to induce reasonableness on the part of the foreman. "I can't run a motor. Damned if I'd blackleg and take another man's job." He was discharged, but was ordered reinstated.[1] In another instance a motorman had been told by the superintendent to settle with another man which one should serve a certain heading. Blocher was ordered to the heading by a subordinate official whom he did not know. He refused and was discharged. Blocher also was reinstated.[2]

A more interesting and far-reaching case is that of an appeal by the miners against a reduction of wages made by

[1] Harry Renn *v.* Emmons Coal Mining Co., Maryland Basic Agreement, Case 31.

[2] Blocher *v.* Emmons Coal Mining Co., Maryland Basic Agreement, Case 23.

the Wolf Den Coal Co. of Maryland.[1] The men had been employed as pick-miners at the scale rate of $1.01 a ton. In September, 1918, the mine introduced cutting-machines. With only four days' notice the management cut the rate to $0.773 a ton. Two questions were involved: Did the operators have the right to make an arbitrary change in the wage rate? Did they have the right to reach a mutual agreement with the men or appeal to an umpire to reduce the rate because of the recognized differential for machine-mining? On the first point the umpire held—as is always held—that no reduction could be made arbitrarily and that the rate should be retroactively $1.01 and should remain such until the matter was taken up jointly by miners and management.

On the second point Mr. Hollander held that the right of the employer to introduce the machine was unquestionable; that the company is entitled to be reimbursed for the additional capital expenditure; that they may not reduce the rate so far that men earn less at the new rate than at the old. The question of the justification of the $0.773 rate is "entirely an issue of fact". "This is a matter as to which in the first instance, adjustment should be sought by conference between the Local Mine Committee and the Company, either directly or acting through their representatives. . . . If after serious effort no agreement is reached and the Complainants still feel themselves aggrieved, the umpire will of necessity be obliged to take further cognizance of this appeal."

This "partnership" that is supposed to be achieved in union mines and to which the non-union operators take exception does not mean that the operator loses all his rights. Much of his absolute power is gone. He is limited by other

[1] Appeal of August Dreggs and Thomas Boyce for Adjustment of Disagreement with the Wolf Den Coal Co. (Decision rendered Dec. 26, 1918, by Jacob H. Hollander. Maryland Agreement.)

considerations than personal choice. But in the case just cited we see that he has a legitimate method of bringing about change. The Consolidation Coal Company refused to recognize a particular checkweighman.[1] The contract provided that at a plant men might elect any representative from their own ranks they saw fit. If, however, they chose an outsider, he must be mutually agreeable to miners and operator. This checkweighman, an outsider, was not agreeable to the Consolidation and the umpire held clearly for the company.

These cases are sufficient to show what partnership means under the joint contract. The non-union method of settling a dispute is discharge, rather of the nature of the Alice-in-Wonderland Queen's "Off with his head", or, "No. No! Sentence first—verdict afterwards". The method employed under the joint contract more closely approximates judicial procedure. Like many laws, it adds rigidity to the process, as when the man who operated a disorderly house could not be quickly disposed of. Often the union miner may be at fault in inviting the break, as in the case of the man who was "damned if he'd blackleg", instead of ending with the statement that he was unable to run a motor. But by and large the specific instances cited before the Senate Committee and such other decisions as I have seen, do not seem to constitute a severe menace to the operator. On the other hand they mark an elevation of the miner. He is vested with the dignity of certain rights. He ceases to be a Jack of Hearts and becomes a citizen of industry.

INEFFICIENCY DUE TO UNIONIZATION

The complaint of the relative inefficiency of union mines usually starts with the statement that it is impossible in

[1] Appeal of Thomas J. Leake for Adjustment of Disagreement with the Consolidation Coal Co. (Decision June 16, 1919, by Jacob Hollander. Maryland Agreement.)

union mines to discharge a man who is a poor workman. In non-union mines by a weeding-out process a force of good workers can be built up.[1]

This condition arises out of the joint contract. In all contracts it is provided that the right to hire and discharge workers is vested in the management. Nothing in the contract shall be construed to abridge the rights of the employer in this respect.[2] It is, however, provided that an employee may obtain a hearing against unjust discharge.[3] Furthermore it is implicitly agreed that no man shall be discharged for union activities. Until this became a thoroughly understood rule, it was often explicitly stated.[4] The operators contend that this last article of agreement enables the union to abrogate the right of discharge "by twisting every time . . . . to the position that he is being discharged for union activities".[5]

Mr. Wiley complains that he can secure efficiency neither by discharge of the less efficient, nor by rewards for additional efficiency. The specific instance that he cites has to do with the care of the motors.[6] Through careless driving of the electric mine locomotives not only is the cost increased by additional repairs, but the temporary disablement of the motor dislocates the transportation system. It would pay well to give a bonus based on the number of miles the locomotive was run without a breakdown. Under the inelastic wage scale he claims to be unable to do this.

It is not correct to leave the impression that many of these operators do, that all premiums are forbidden. It will

[1] *Cf. Senate Investigation*, 1921, vol. ii, pp. 844, 852, 962.

[2] *Cf. Kanawha Agreement*, 1920-22, sec. 11.

[3] *Cf. Maryland Agreement*, 1920-22, sec. 8.

[4] *Kanawha Agreement*, 1912-14, sec. 2.

[5] *Senate Investigation*, 1921, vol. 2, p. 962.

[6] *Ibid.*, pp. 963-964.

be recalled that a differential may be paid a good workman.[1] But it is not strictly speaking a bonus. The premium becomes permanent so far as the individual is concerned. In the particular type of case Mr. Wiley cites there may be no possibility of granting the additional incentive.

Particular individuals have at times created inefficiency and yet been protected from discharge. At one of Wiley's mines there were two men who maintained a constant agitation [2] (the merits of the case he does not discuss and they are not pertinent to our discussion) with a consequent lowering of efficiency to about 50 per cent of that of his other plants. In September, 1921, the men left and operation at once returned to normal. Yet their activities were of such a nature that he must have admitted, had he attempted to get rid of them, that their discharge was brought about because of " union activities ".

Ernest Merrill brings forward the familiar case of increased personnel required by the union.[3] His specific grievance turns on an instance in which he ordered a motor crew to take in a bucket and bail out a heading, a matter of only 10 or 20 minutes daily. The men refused, saying that he must employ a water-bailer. Again the men insisted that he must hire a special man as sub-station tender to do a job that could have been equally well performed by another man who had very light duties.

There are two points of view presented by the cross-examination.[4] The operator feels that he pays the men for their time. Having purchased this, he may dispose of it as he sees fit. (It was not brought out that he attempted to make a man do work of a higher grade than that for which

[1] *Supra*, p. 136.

[2] *Senate Investigation*, 1921, vol. ii, p. 964.

[3] *Ibid.*, p. 843.

[4] *Ibid.*, pp. 861-862.

the man was paid.) The union attorney points out that the men were engaged for specific work and intimates that it was as illogical to expect them to bail out this place as for the manager or foreman to do so.

The organized worker's reaction on this subject is complicated. I am not sure that I ever fully understood it. It is nowhere set forth by the miners, but from conversations with the workers I judge that there are several different reasons for the attitude. The first is that brought out by the attorney, Mr. Walsh. The worker is hired for a specific job. He feels somewhat the same pride in that particular job as the engineer who would refuse to do certain other types of work. But equally important is the attitude, by no means confined to miners, that by doing two jobs he keeps another man out of work. This is shown above by the man who was "damned if he'd black-leg". The coal industry is particularly conducive to this attitude because the worker's year is so extremely insecure. Historically, I believe, there is also a reason for the tradition that a man is liable to exploitation if he makes himself an "easy mark". These three thoughts—mixed, the operator says, with just plain "cussedness" — interact and result in a policy that must seem to the operators and to many laymen unjustified.

Another example of inefficiency is introduced by Mr. Merrill.[1] The contract provides that men be allowed thirty minutes for lunch. The hour shall be selected by the men. The tipple crew chose 12 to 12.30. The main-line motor crew chose 12.30 to 1. The former is dependent on the latter for a supply of cars to keep them busy. When at 12.30 there happens to be half an hour's work for the tipple crew, all is well. But if the motor-crew takes time out just as they emerge from the drift mouth and the tipple crew have no cars, the latter are forced to idle for half an hour.

[1] *Senate Investigation*, 1921, vol. ii, p. 843.

The men refused to rearrange their lunch hours. Mr. Walsh, on the cross-examination, says, "The 30-minutes-for-dinner matter I will let go. I do not understand it well enough".[1] Perhaps it was well not to pursue the subject, for one cannot help suspecting that the tipple crew were not disappointed in the occasional extra half-hour.

The facts as to the actual differential in efficiency of union and non-union mines are not available. Mr. Merrill maintains that his mines are forced to carry about 25 per cent greater equipment in union than in non-union fields[2] because the production per man per year is smaller in the union district.[3] He mentions some difficulty about installing an improved type of mining machine, but other than that the difficulties he cites are those given above: the bus trouble that represented no money loss, the lunch hour, the special men to carry on small jobs, and the resulting loss of time and money in petty strikes to settle the questions.

But although we can get no statistical information, although there may be compensating gains in efficiency due to the organization of the men, these instances are adequate to show that efficiency is not as great as is possible. It constitutes a valid ground for complaint. It is a weakness that the union must admit.

As Mr. Wiley sees the problem,[4] a man sells the "cheapest thing he has got . . . . his time and labor"; his loyalty and interest have to be earned by the management. He confesses himself unable to secure these because he cannot give either reward or punishment. Not all operators have

[1] *Senate Investigation*, 1921, vol. ii, p. 861.

[2] *Ibid.*, pp. 841-842.

[3] *Ibid.*, pp. 856-858. He promised to introduce statistical exhibits. They were not printed in the report and I have been unable to find out from Washington whether or not they were presented.

[4] *Ibid.*, p. 963.

this difficulty. He says that some men who have worked with the union for a long time feel that they would not know how to get along without it.[1] Richard Bryden, an operator of Piedmont, who has the reputation of getting on well with his men, told me that he had not found much difficulty. His method consisted largely in suggesting to the older and more responsible miners that they serve on the mine committee instead of the more radical and hot-headed youngsters. The miners had so long been discriminated against for union activities that the older men, those whose judgment was best, refused to serve unless they were given specific assurance of their safety.

Thus out of the mass of charges against the union, many of which arise from and cater to prejudice, there remain several strong points. The first of these is the guarantee of contractual engagements. The second is petty interferences with management that result in inefficiency. Both are closely allied. The conditions appear to improve with the length of time[2] that miners and operators meet contractually, rather than with absolute powers on one side.[3] In justice to the operator it would seem that the union, with proper safeguards against provocative acts by the employers, should be financially liable for the petty stoppages of

[1] *Senate Investigation,* 1921, vol. vol. ii, p. 965.

[2] *Cf. Senate Investigation,* 1921, vol. ii, p. 949. Louis Bloch has collected considerable information on the working of the joint agreement in the Central Competitive field. He reaches the same conclusion from a much more detailed study. The results of his investigation should soon be available.

[3] This "previous condition of servitude" may have considerable psychological importance in the imperfect functioning of the joint agreement. It seems not at all unlikely that the reaction from industrial autocracy in the first freedom would be extreme, that the workers who had previously had no powers should now feel all-powerful. It is this condition that education must correct, and does in large measure. But it is not a condition for which the worker is responsible.

work. As to the latter feature, inefficiency, there seems to be no specific remedy except the drastic one of no union.

The author feels that these weaknesses are not great enough to overbalance the arguments for the union. They are conditions which may be remedied either by time or by changes in the detail of the contract, if necessary union responsibility may be fixed by state law. The operator who faces the problem in West Virginia will think that is the opinion of an ignorant optimist or will say with Mr. Wiley: "I have often wished that [he] could be where I am and try to meet the conditions that I have to meet and see how [he] would feel about it."

CHAPTER XII

The Public Interest in Coal

The fundamental importance of coal in our economic organization is so obvious as to warrant little more than mention. The average citizen first conceives the fuel problem as one of personal bodily comfort. His house is warm or cold. The air he breathes is thick with the fumes of soft coal or is pleasant and fresh. But though this is his most intimate contact with coal, he realizes with a moment's thought the more serious and fundamental problem.

The importance of coal is not primarily that it heats an apartment when the temperature is hovering around zero. Coal touches us at every turn. It is the gas we burn as we cook breakfast. It is the subway ride to business. It is transportation, and as such is the food we eat, the clothes we wear. It is our means of livelihood, for ultimately even a "white collar" job becomes precarious when business is upset. If we are one of the millions of factory workers, no power tomorrow means no work tomorrow. Coal is not all, but without coal the present economic system cannot continue.[1]

There are at least two reasons for desiring a steady supply of coal. The first of these is technical; the second, financial. Coal can be stored with proper safeguards. But bituminous coal suffers deterioration after it is mined and

[1] The latest figures for the incidence of the bituminous coal supply problem are given in the *Preliminary Report of the U. S. Coal Commission*, Jan. 15, 1923, p. 3: Railroads, 28 per cent; Industrials, 25; Coking, 15; Domestic, 10; Iron and Steel, 7; Export, 4; Mines, 2; Bunkers, 2. The percentages refer to the proportion of the total output going into various uses.

with faulty storage is extremely liable to spontaneous combustion. It is desirable, therefore, that a minimum amount be stored. There must, of course, be certain reserves against emergencies such as are brought on by a railroad or coal strike, but more particularly against the unavoidable delays arising out of traffic congestion.[1] Financially it is of course

[1] The history of coal storage is shown by the U. S. G. S. bulletin on *Commercial Stocks of Coal*, Jan. 1, 1923:

ESTIMATED TOTAL COMMERCIAL STOCKS OF BITUMINOUS COAL IN THE UNITED STATES[a]

(NET TONS)

October 1, 1916	27,000,000	April 1, 1921	39,500,000
October 1, 1917	28,100,000	August 1, 1921	41,100,000
July 15, 1918	39,700,000	November 1, 1921	48,500,000
October 1, 1918	59,000,000	January 1, 1922	48,000,000[b]
Day of the Armistice	63,000,000	March 1, 1922	52,500,000[b]
January 1, 1919	57,900,000	April 1, 1922 At least	63,000,000[bc]
April 1, 1919	40,400,000	September 1, 1922	22,000,000[b]
March 1, 1920	24,000,000	October 1, 1922	26,000,000[bd]
June 1, 1920	20,000,000	November 1, 1922	32,000,000[b]
January 1, 1921	45,800,000	January 1, 1923	36,000,000[b]

During the war the stocks were held because of the possibility of emergency congestion of traffic. The figures do not show the storage of coal in anticipation of the 1919 strike. The threatened railroad strike in the fall of 1921 shows how stocks piled up. The U. S. G. S. weekly bulletins on coal production show the increase in demand and its sudden slump when the crisis was passed.

Week ending	Sept.	3	production	1.3	million	tons	per	day
"	"	Oct.	15	"	1.6	"	"	"	"
"	"	Oct.	29	"	1.8	"	"	"	"
"	"	Nov.	5	"	1.6	"	"	"	"
"	"	Dec.	3	"	1.2	"	"	"	"

On Jan. 28, 1922 (Bul. 237) the U. S. G. S. reports that coal is beginning to go into storage in anticipation of the strike.

(a) The figures for 1918 in this table are based upon an actual count. Beginning April 1, 1919, the figures are estimates based upon reports from a selected list of 5,000 consumers whose stocks in 1918 bore a known relation to the known total stocks. (b) Subject to revision. (c) No canvass of consumers was made on this date. The total stock was estimated from the stock on March 1, ascertained by questionnaire. (d) Revised from last report.

undesirable to keep large amounts of capital tied up in raw material stocks. Banks are now educated to the point where they will loan money against coal reserves, but they demand that it be stored near the point of consumption. There is indeed no reason for storing coal near the mines except in anticipation of a coal strike, because the mines of the country can always produce more per day than the railroads can handle. This means costly storage space. Besides this there is the cost of physical rehandling.

The non-union operators point to this need of the public and say that their mines guarantee a certain minimum supply. Harry Olmsted tells the Senate Committee that the non-union fields of Kentucky and West Virginia have an annual capacity of 67,005,882 tons.[1] Except for these non-union fields the union can absolutely throttle production.

This contention is undoubtedly true. The United Mine Workers can, and have stopped the production of coal in certain districts. Take the figures for coal production in 1919. (Table 16.) The history of the strike is written in

TABLE 16

PRODUCTION OF BITUMINOUS COAL IN 1919 [2]

Week ending	Average net tons per working day	Week ending	Average net tons per working day
Sept. 27	1,934,000	Nov. 15	671,000
Oct. 4	1,921,000	Nov. 22	896,000
Oct. 11	1,980,000	Nov. 29	953,000
Oct. 18	1,972,000	Dec. 6	877,000
Oct. 25	2,189,000	Dec. 13	967,000
Nov. 1	2,016,000	Dec. 20	1,750,000
Nov. 8	592,000	Dec. 27	1,712,000

[1] *Senate Investigation*, 1921, vol. i, p. 256.

[2] U. S. G. S., *Weekly Reports on the Production of Bituminous Coal.* Revised figures used except for December 6.

those figures. The threatened strike spurred on production. All parties to production, operators, miners, and railroads, worked faithfully.[1] To the day of the strike there was almost no labor disturbance.[2] On November 1 the strike was called. The Central Competitive Field was closed down almost 100 per cent except for a few wagon mines, stripping pits and cooperative mines. West Virginia and Kentucky were the only states normally supplying the upper Mississippi basin that remained active. From Iowa to Oklahoma about 99 per cent of the tonnage was closed down. Texas managed to maintain an output of 33 per cent.[3] The strike order was nominally rescinded at President Wilson's demand on November 11. A few mines opened and production moved up slightly, but the strong union districts remained closed. The Interstate Wage Conference on November 14 induced many miners of eastern and southern Pennsylvania, Maryland and West Virginia to return to work. The conference broke up too late (Thanksgiving Day) to stop this partial movement.[4] In the sixth week of the strike (Dec. 7-13) President Wilson submitted a satisfactory basis for settlement. It required about five days to get the miners back to work and production for this week was hardly better than during strike weeks. Then comes the swing back to work. December 20 looks normal.[5] The following week local strikes accounted for a loss of only 0.8 per cent of productive capacity.[6]

During this period the non-union fields worked almost to capacity. Car shortage and, more particularly, rail conges-

[1] *Op. cit.*, Bul. 118-120, Oct. 11-25, 1919.

[2] *Ibid.*, Bul. 120-121, Oct. 25; Nov. 1, 1919.

[3] *Ibid.*, Bul. 123, Nov. 15, 1919.

[4] *Ibid.*, Bul. 124-126.

[5] *Ibid.*, Bul. 128-129.

[6] *Ibid.*, Bul. 130.

tion kept them from full operation. For the worst of the strike weeks, for example, the following table (Table 17) shows production.

TABLE 17

PER CENT OF CAPACITY PRODUCTION MINED IN CERTAIN NON-UNION FIELDS [1]

Field	Per cent capacity operated, week ending		
	Nov. 8	Nov. 15	Nov. 22
Connellsville (Pa.)	86.3	87.3	89.6
Winding Gulf (W. Va.)	91.1	92.9	95.0
Pocahontas (W. Va.)	92.5	84.8	89.0
Logan (W. Va.)	84.2	87.3	85.2
Kenova-Thacker (W. Va.)	78.5	80.8	79.8
Hazard (Ky.)	76.0	79.3	(working)

The strike of 1922 shows a similar power for the union. In the week ending Jan. 7, 1922, the market turned and with only minor fluctuations production increased until March 25.[2] Then came the strike. The following table (Table 18) shows the course of production. It dropped at once to about one-third of the peak. After the third week of the strike the output begins to increase and rises with fair regularity for ten weeks. But it is important to note that this is not due to a resumption of work at struck mines. For April 22 the U. S. G. S. reports many non-union operations working part time because the demand was light.[3] By May 13 there had been an increase from 596,000 tons per

[1] *Op. cit.*, Bulletins covering this period.

[2] This change is seen in weekly and daily tonnage, Buls. 236, 247. The daily figure increased from 1,435,000 to 1,910,000; the weekly, from 7,450,000 to 11,458,000.

[3] *Ibid.*, Bul. 249.

TABLE 18

PRODUCTION OF BITUMINOUS COAL IN 1922 [1]

Week ending	Average net tons per working day	Week ending	Average net tons per working day
April 1	1,964,000	June 24	894,000
April 8	639,000	July 1	871,000
April 15	609,000	July 8	736,000
April 22	596,000	July 15	687,000
April 29	696,000	July 22	615,000
May 6	694,000	July 29	659,000
May 13	739,000	Aug. 5	719,000
May 20	747,000	Aug. 12	768,000
May 27	815,000	Aug. 19	768,000
June 3	769,000	Aug. 26	1,123,000
June 10	856,000	Sept. 2	1,524,000
June 17	835,000		

day to 739,000 tons. The increase was primarily a response to quickened demand.[2] On June 10 the further increase to 856,000 tons was made possible by a resumption of work in some mines of Connellsville, Eastern Kentucky, Tennessee and the New River district:[3] all regions that are at best only weakly organized. No further increase could be expected without a break in the union ranks.[4] No such break had occurred and there seemed little reason to expect one.

At this point the conditions of the railroads became important. Early in June the weekly bulletin reports signs of congestion. But the strike of the shop-men on July 1 definitely and progressively caused trouble.[5] In three weeks daily tonnage dropped from 871,000 to 615,000 tons. And still no new fields came forward to relieve congestion.

[1] U. S. G. S., *Weekly Reports*. Revised figures used.

[2] *Ibid.*, Bul. 252.

[3] *Ibid.*, Bul. 256.

[4] *Ibid.*, Bul. 259.

[5] *Ibid.*, Bul. 261.

The return to work was almost as rapid as the stoppage. The Cleveland Agreement was signed on August 15, Tuesday of the twentieth week of the strike. As fast as operators signed, men returned to work. (Table 19.) The strike

TABLE 19

CARS OF COAL SHIPPED IN 1922 [1]

Day	20th week of strike	21st week of strike	22nd week of strike
Monday	15,703	18,601	30,662
Tuesday	13,032	17,801	28,197
Wednesday	12,531	18,524	28,641
Thursday	13,521	19,388	28,687
Friday	13,718	22,882	27,040
Saturday	13,524	23,070	25,517

was over. The Illinois and Ohio miners that had been reporting 100 per cent production lost due to strikes, substituted trifling percentages, if any, and shifted the balance of production lost to "car shortage" and "no market".

Such control gives the mine workers great power over the public. The miners are themselves part of the public.[2] As such they suffer. But we are no longer dealing with a financially weak group of men. The United Mine Workers is a powerful financial organization, as can be seen from Table 20. Receipts for 1921 were over $4,000,000; expenditures were nearly $5,000,000. For four years the international organization has carried a balance of over $1,000,000. Besides these sums the various districts and locals have reserve funds. In 1921, D. C. Kennedy writes me, the operators collected $378,684.63 in Kanawha and

[1] *Op. cit.*, Bul. 269.

[2] *Cf.*, Samuel Untermyer (*Sen. Invest.*, 1921, p. 715).

$661,298.76 in Fairmont, making a total for District 17 of $1,039,983.39 collected as union dues by the check-off.

TABLE 20

GROWTH OF RESOURCES OF UNITED MINE WORKERS,[1] 1899–1921

Year	Average paid-up membership	Current income[2]	Expenses	Balance at end of year
1899[3]	61,887	$88,775	$72,287	$39,378
1900	115,521	333,945	245,516	127,807
1901	198,024	299,283	330,143	97,047
1902	175,367	3,010,877	2,080,805	1,027,120
1903[3]	247,240	652,671	573,593	1,106,196
1904	251,006	852,772	1,355,019	603,952
1905	264,850	810,264	1,024,670	389,546
1906	230,667	1,081,408	1,132,994	337,960
1907	260,740	910,742	1,383,812	864,890
1908	252,018	806,882	1,076,033	595,739
1909	265,274	831,730	956,649	470,820
1910	231,392	1,669,634	1,974,661	160,793
1911	256,256	2,222,754	2,186,331	197,216
1912	289,269	.....	.....	221,262
1913	377,682	2,159,031	2,102,261	278,032
1914	333,333	3,222,742	3,389,835	110,938
1915	311,786	1,858,604	1,776,984	192,558
1916	322,911	1,047,871	823,411	417,018
1917	367,381	1,759,727	1,966,998	209,747
1918	409,844	2,484,834	1,659,271	1,035,310
1919[3]	391,339	1,607,771	904,175	1,728,906
1920	376,447	2,352,821	2,307,148	1,774,578
1921	442,057	4,346,311	4,987,988	1,132,901

Some further idea of the financial power of the union may be gathered from the nature of its expenditures. (Table 21.) In 1901 for the first time a large proportion

[1] Compiled from *Report of Secretary-Treasurer* to Annual and Biennial Conventions of United Mine Workers.

[2] In all figures the cents have been omitted.

[3] Fiscal year 1899-1902 is Jan. 1 to Dec. 31; 1903-1918 the fiscal year ends Nov. 30; 1919– the fiscal year ends July 31. Thus 1903 figures cover 11 months and 1919 cover 8 months.

of the expenditure is paid for relief. "Salaries and expenses" is an extremely important item. This represents

TABLE 21

NATURE OF UNITED MINE WORKERS' EXPENDITURES [1]

Year	Total	Salaries and Expenses	Supplies and Printing	Office Expenses	Telegrams, etc.	Miscellaneous	Relief	Journal	Printing
1899.....	$72,287	$42,682	$10,276	$956	$2,909	$15,461	.....	.....	.....
1900.....	79,280	21,258	4,057	351	1,136	2,838	$49,638	.....	.....
1901.....	330,143	79,478	6,495	1,588	3,505	26,847	202,926	$9,301	.....
1902.....	2,080,805	109,017	11,075	3,022	5,738	54,895	1,890,201	6,845	.....
1903.....	573,593	158,146	1,721	3,173	5,641	72,806	308,780	7,830	.....
1904.....	1,355,019	199,725	14,948	5,340	5,872	54,389	1,067,300	7,442	.....
1905.....	1,024,670	186,883	14,517	3,490	5,856	53,647	753,723	6,551	.....
1906.....	1,132,994	179,279	16,435	3,123	6,458	106,856	813,945	6,894	.....
1907.....	383,812	169,671	14,112	3,327	5,672	74,200	109,935	6,892	.....
1908.....	1,076,033	211,803	16,498	5,397	6,666	78,319	749,937	7,410	.....
1909.....	956,649	224,365	3,127	5,127	5,904	89,450	600,300	9,883	$18,489
1910.....	1,979,661	216,242	4,576	5,595	7,135	177,378	1,532,040	13,947	22,745
1911.....	2,186,331	215,153	3,997	5,382	5,661	158,226 [3]	1,758,401	14,493	25,015
.....	..... [4]	.....	.....	....	.....	.....	.....	.....	.....
1913.....	2,102,261	290,764	4,431	7,161	5,307	136,032	1,621,942	24,031	12,589
.....	.....	.....	.....	....	.....	.....	.....	.....	.....
1915.....	1,776,984	266,607	1,632	6,458	4,968	150,687	1,259,515	80,503	6,611
.....	.....	.....	.....	....	.....	.....	.....	.....	.....
1917.....	1,966,998	377,662	15,182	9,469	9,920	836,788	643,509	66,014	8,451
.....	.....	.....	.....	....	.....	.....	.....	.....	.....
1919 [2].....	904,175	366,798	12,908	6,442	6,387	393,867	11,201	96,909	9,659

"missionary work". It continues to grow steadily, but becomes relatively less important. In 1917 and 1919 "mis-

[1] Compiled from Secretary-Treasurer's Report as printed in the Annual or Biennial Convention *Proceedings*. Figures for even years 1912-1918 not given in biennial report for detail of expenditure.

[2] For eight months, Dec. 1, 1918 to Aug. 1, 1919.

[3] Includes $100,160 reported separately as "loans refunded to districts."

[4] The detail for these even years is not given by the Secretary-Treasurer to the biennial conventions.

cellaneous" represents very largely repayments of loans for strike purposes.[1]

The first concern of the public is a stabilized coal supply. *There must be no stoppage of work.* To prevent such occurrences there must be some public machinery. Kansas tried the industrial court. It has not been a success. Much may be written on this subject, but the interest of the author is not to go back to any fundamental rights involved. The union says: "As Mine Workers, we are absolutely opposed to the principle sought to be enacted into law contained within the provisions of the Kansas law, with or without the penalty clause, for the reason it is a part of the fundamental law of our land that labor has the right to agree to peaceably cease work when not in violation of its contract, and when the concerted action is peaceably taken to increase their wages or improve their working conditions." [2]

The latter part of this statement is of only passing interest to us at this point. The "fundamental right" to strike is a rather recent discovery. It had its origin in the economic institutions of the nineteenth century. These

[1] In 1917 "Loans Repaid Districts" account for the expenditure of $356,282 of the $693,143 entered as "Miscellaneous." In 1919 the figures are as follows:

War Chest Indianapolis	$20,000
Payment of $100,000 loan made by Dist. 12 to Dist. 6	100,000
Over paid dues (and to a small extent wholly miscellaneous items)	78,024
Lawyers' fees and A. F. of L.	80,594
Loans made	87,000
One half salaries and expenses of travelling auditors	28,248
	$393,866

The discrepancy of this total and that given in Table 21 is accounted for by dropping the cents.

[2] *Official Statement by International Executive Board, U. M. W. of A., in Regard to the Kansas Controversy*, Indianapolis, 1921, p. 7.

same institutions continue in most industries to-day. In the coal industry, however, one institution has changed. The worker who thirty years ago was a member of a small union negotiating with operators who controlled a small percentage of the total output, dealing with separate groups of operators in Illinois, in Indiana, in Ohio, in Pennsylvania, is to-day doing business on a national scale. The public can feel very little interest in a strike that cuts off the supply from even one state. But the public is vitally interested in a strike that ties up the entire nation.

As institutions change, the concept of "rights" changes also. We know that the "inalienable and natural rights" of even fifty years ago are gradually going by the board. The decision in *State* v. *Buchanan*[1] in 1902 in Washington is apropos here.

> In the early history of the law, when employments were few and simple, the relative conditions of the citizen and the state were different, and many employments and uses which were then considered inalienable rights have since, from the very necessity of changed conditions, been subjected to legislative control, restriction, and restraint.

Considered from the point of view of the public, the inalienable right to strike is almost as individualistic as the extreme conceptions of freedom of contract.

But although we may consider the right to strike a strictly qualified one, to which the rights of the public are paramount, there remains the question of expediency. The miners are opposed to compulsory arbitration. As we have seen above, they have been taught by the courts themselves to feel that labor's cause can never be won in the courts. Before we can expect cooperation from the miners with the government, they must be re-educated. The public cause is

[1] 29 Wash. 602, 610.

always represented by some agent of the government, and the government represents, so the miner feels, not the consuming public but the producing owner. Through our own government institutions we have lost the worker's confidence. We must pay the price and regain his confidence.

This does not mean, however, that the public is powerless. There are several intermediate positions between the present attitude of government and compulsory arbitration. The present attitude seems to be largely that of awaiting some overt act. When this occurs, a temporary fact-finding agency is established. What preliminary overtures of conciliation are made are almost unofficial. The suggestions of the Secretary of Labor or Commerce have been timorous. They have lacked the dignity of a public demand.

As an absolute minimum, there should exist a permanent fact-finding agency with the full power and dignity of the federal government behind it. It should be the duty of this commission to consolidate all existing information with reference to wages, cost of living in coal camps, prices of coal, market conditions and profits. It must have the power to compel the attendance of any witness. It must function with a view to reaching a decision *before* a break occurs. Its findings should be enforced by concerted public opinion.

There is not even included the clause of the Canadian Industrial Disputes Act that specifies that an award be made before a strike or lock-out be allowed to go into effect. The purpose of the proposed body is that it eliminate the necessity of such a clause by reaching some conclusion before the date originally set for strike. Strikes in the coal industry are not sudden phenomena. The exact day when a strike may occur is known at least one year ahead of time. The storm-clouds gather slowly and plainly. There is a distant rumbling that grows clearer. The strike of 1922

was clearly predictable in 1921. Men on both sides were ready for it. Many operators with whom I talked were anxious for it. By January, 1922, the coal-purchasing public were buying in anticipation of a suspension. There still remained three months for settlement. By March no doubt of the strike remained. Our commission still had one month in which to analyze the information that had been continuously collected. The strike was called, dragged on for five months, was settled in no more scientific manner than strikes in the coal industry have been settled since Hocking Valley in 1884. After it was all over, the consuming public established a temporary agency to find out what is wrong with the coal industry.

If a commission, such as is here suggested, proves too weak, then we may still go forward to compulsory arbitration. It will then be time to invoke the superior rights of the public. But as a preliminary step it would seem unwise to antagonize a body of half a million workers, to force them before an economic judiciary in whom they would lack confidence.

There are several elements of no small importance that must be mentioned at this point. A strike in the coal industry is brought about by the fundamental disagreement of two parties. The operator, therefore, frequently shares responsibility for the suspension. The entire industry may be so inefficiently organized that a drastic reorganization is necessary before either of the two producing parties or the public faces a stabilized condition.

But accepting the situation as it is, the public must rearrange certain preconceptions as to fair profits and equal competitive conditions. The writer is convinced (and many operators agree) that the difficulty is not that of obtaining a given wage, but of obtaining such a wage in the face of a lower wage paid in other competing fields. The probable

outcome of government intervention in April, 1922, would have been a material wage cut. All the facts were with the operators. The non-union fields had the trade. But by a five months' strike aided by industrial revival the miners maintained the old wage.

The solution is to be found first in bringing all fields to a union scale; and then when wage cuts are to be made only in response to market demands, the public may well insist that the cut be taken and work continued. The miners will not, and ought not to "mortgage the future for a temporary gain" by reducing wage rates to meet the non-union, a procedure that has no end, as the non-union again cuts below the union. The operators are absolutely correct when they say that in times of depression they cannot compete with non-union fields. It is these non-union competing fields in West Virginia, in Kentucky, in Pennsylvania that bear much of the responsibility for chaos in the coal industry. As a preliminary step they must be organized.

CHAPTER XIII

Conclusion

In large measure any conclusion drawn from the preceding chapters must be opinion. A mathematically accurate conclusion as to some of the individual factors is impossible because of the qualitative nature of the material. The net resultant of all the factors is still more inexact because the attempt is made to equate incommensurable quantities. Except by some Benthamite calculation one cannot express in common terms, efficiency and money loss, personal liberty, advances in the miners' standard of life and public welfare as affected by the coal supply.

As we have seen, the condition of non-union and union fields at any given moment does not present a picture unfavorable to the non-union districts. With the exception of the method of measuring coal, conditions seem to be about the same in the two types of field during periods of prosperity.

But the flexible wage scale of non-union fields allows them to compete more favorably during times of depression. The union fields are bound to a wage scale for two years. The differential costs force them to remain idle, a result that would not necessarily obtain were all fields non-union.

This distribution of the market is constantly undermining advances made by the miners in union fields. It occasionally forces them down. It always impedes progress.

Yet in the face of this condition the miners have advanced from the frightful chaos of the middle nineties to such a position that the need for any further immediate in-

crease is at least debatable. They have been able to advance only through the strength of the union.

That the union will be beneficial to men who are now non-union operators is doubtful. The loss through petty strikes and inefficiency is small contrasted with the probable loss that will result when depression, instead of concentrating on union fields, is spread over the entire industry by truly competitive conditions, which include a uniform labor market. This loss furnishes ample reason for the non-union operators' opposition to organization. It furnishes absolutely no reason for public sympathy with his cause.

The union is not perfect in its functioning. But the flaws are matters of detail — important, it is true — that may reasonably be expected to disappear with time. The point of view is perhaps narrow, failing to recognize properly the public interest. But we may well ask why we should expect the miners to trouble themselves with the public interest when their own needs have been so pressing. They knew that the competition engendered by over-development made improvement in their lot impossible. They proceeded to stifle competition among themselves by creating a labor monopoly and fixing the price of that labor so as to stabilize their employment. The public has an interest in the coal problem, but it is unjust to condemn the miner for not protecting a public that had sufficient powers to protect itself and yet did not interest itself sufficiently to use them.

To the statement of William Wiley to the Senate Committee on Education and Labor (vol. 2, p. 975)

I believe the United Mine Workers of America started a union at a time when it was most tremendously needed, at a time when the operators were doing most dreadful things; and that there was a union needed, and they have done a wonderful work, but as the power has grown in them they seem to have lost a sense of the benefit to the men, the conditions that they

wanted to remedy when there were no more conditions to remedy . . . . [The inference being that the union is unnecessary.]

there is only one answer. The inference is not true. So long as the industry is over-developed, good intentions will not maintain scale rates. The miners' union is needed to-day to keep conditions from reverting to those that existed when operators did "most dreadful things".

That the United Mine Workers should be extended to all coal fields in the country may be argued from two points of view. The miners can advance only with the greatest difficulty in the face of non-union competition. If it is argued that the miners should advance no further at present, it may still be pointed out that the union operator is being penalized for rendering a service to society, that he has been thus penalized for twenty years, that in ordinary justice this should cease.

The non-union fields should be organized. The operator must be protected in certain important details—by the public if necessary. The public must be prepared to exercise sufficient control to insure a "good trust" in the labor market for coal. If necessary, there must be public intervention based on complete information and backed by all the authority of government.

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